FIFTH AMENDMENT TO THE FLINT PLUMBING AND PIPEFITTING INDUSTRY PENSION PLAN

WHEREAS, the Trustees of the Flint Plumbing and Pipefitting Industry Pension Plan ("the Trustees") desire to amend the Flint Plumbing and Pipefitting Industry Pension Plan dated October 2022 ("Plan"); and

WHEREAS, the Trust authorizes the Trustees to amend the Plan from time to time;

NOW THEREFORE, the Plan is amended as follows effective August 1, 2026:

1. Article 1, Definitions, Year of Service, is amended as follows:

* * *

(b) For the purposes of benefit accrual:

(i) For the period prior to August 1, 1976:

(1) An Employee will receive one Year of Service for each full year of continuous employment in Covered Service for the period August 1, 1957 through August 1, 1962, provided he has worked 2,400 hours or more in Covered Service during the period August 1, 1962 through August 1, 1964. In the event he works less than 2,400 hours in Covered Service during the period August 1, 1962 through August 1, 1964, he will receive that percentage of his Years of Service for the period August 1, 1957, through August 1, 1962, equal to the number of hours actually worked in covered service during the period August 1, 1962 through August 1, 1964, divided by 2,400; or

(2) For the period August 1, 1962, through August 1, 1976, an Employee will earn the following Years of Service:

Hours Worked During Plan Year for Which Contributions are Made to the Fund for Covered Employment	Years of Service
1,760 or more	1.1
1,600 but less than 1,760	1.0
1,440 but less than 1,600	0.9
1,280 but less than 1,440	0.8
1,120 but less than 1,280	0.7
960 but less than 1,120	0.6
800 but less than 960	0.5
640 but less than 800	0.4
480 but less than 640	0.3
320 but less than 480	0.2
160 but less than 320	0.1
Less than 160	0.0

(ii) For the period commencing August 1, 1976, through July 31, 1998, an Employee will earn one-tenth of a Year of Service for every 160 Hours of Work. At the end of the Plan Year, each hour of work under 160 Hours of Work for the Plan Year will carry over and be credited to the Participant in the next Plan Year.

(iii) For the period commencing August 1, 1998, through July 31, 2021~~11~~, an Employee will earn one-tenth of a Year of Service for every 150 Hours of Work. At the end of the Plan Year, each Hour of Work under 150 Hours of Work for the Plan Year will carry over and be credited to the Participant in the next Plan Year.

~~(iv) For the period commencing August 1, 2011, through July 31, 2018, an Employee will earn one-tenth of a Year of Service for every 150 Hours of Work, but not to exceed 1.2 Years of Service in any Plan Year. At the end of the Plan Year, each Hour of Work under 150 Hours of Work for the Plan Year will carry over and be credited to the Participant in the next Plan Year. A Participant may not earn more than 1.2 Years of Service and may not carry over more than 149 Hours of Work in any such Plan Year.~~

~~(v) For the period commencing August 1, 2018 through July 31, 2021, an Employee will earn one-tenth of a Year of Service for every 150 Hours of Work. At the end of the Plan Year, each Hour of Work under 150 Hours of Work for the Plan Year will carry over and be credited to the Participant in the next Plan Year.~~

(iv) For the period commencing August 1, 2021, and all future Plan Years, an Employee will earn one-tenth of a Year of Service for every 139 Hours of Work (subject to proration in (v~~i~~), below). At the end of the Plan Year, each Hour of Work under 139 Hours of Work for the Plan Year will carry over and be credited to the Participant in the next Plan Year.

(v~~i~~) For hours worked on or after December 1, 2013, and for all future Plan Years, a Year of Service will be based on Prorated Benefit Hours a Participant earns during a Plan Year. Prorated Benefit Hours are calculated by dividing total contributions reported on behalf of a Participant by the current hourly journeyman contribution rate.

2. Exhibit "A" is amended as follows:

EXHIBIT "A"

Schedule of Applicable Pension Benefits Rates

Year of Service	Benefit Rate
Prior to 8/1/1983	$70
8/1/1983-7/31/1998	$120
8/1/1998-7/31/1999	$100

8/1/1999-7/31/2001	$116			
8/1/2001-7/31/200418	$80 for Participants who did not work one hour after June 6, 2005	$87 for Participants who worked one hour after June 6, 2005 and who do not meet the requirements for the $100 accrual. ~~who were not active on both August 1, 2021, and August 1, 2022.~~	$100 for retirees and surviving spouses in pay status as of August 1, 2021. $100 for Participants who were Active Participants on both August 1, 2021, and August 1, 2022. $100 for Participants who were Active Participants as of August 1, 2021 and were unable to work 160 hours in the August 1, 2021 to July 31, 2022 Plan Year due to a Disability.	
8/1/2004-7/31/2005	$80 for Participants who did not work one hour after June 6, 2005	$87 for Participants who worked one hour after June 6, 2005 and who do not meet the requirements for the $100 or $110 accrual	$100 for Participants who were Active Participants on both August 1, 2021, and August 1, 2022, and were not active or in pay status as of August 1, 2026 $100 for Participants who were Active Participants as of August 1, 2021 and were unable to work 160 hours in the August 1, 2021 to July 31, 2022 Plan Year due to a Disability, and were not active or in pay status as of August 1, 2026.	$110 for Active Participants and all those in Pay Status as of August 1, 2026

8/1/2005-7/31/2006	$87 for Participants who do not meet the requirements for the $100 or $145 accrual	$100 for Participants who were Active Participants on both August 1, 2021, and August 1, 2022, and were not active or in pay status as of August 1, 2026 $100 for Participants who were Active Participants as of August 1, 2021 and were unable to work 160 hours in the August 1, 2021 to July 31, 2022 Plan Year due to a Disability, and were not active or in pay status as of August 1, 2026	$145 for Active Participants and all those in Pay Status as of August 1, 2026
8/1/2006-7/31/2007	$87 for Participants who do not meet the requirements for the $100 or $150 accrual.	$100 for Participants who were Active Participants on both August 1, 2021, and August 1, 2022, and were not active or in pay status as of August 1, 2026 $100 for Participants who were Active Participants as of August 1, 2021 and were unable to work 160 hours in the August 1, 2021 to July 31, 2022 Plan Year due to a Disability, and were not active or in pay status as of August 1, 2026	$150 for Active Participants and all those in Pay Status as of August 1, 2026
8/1/2007-7/31/2008	$87 for Participants who do not meet the requirements for the $100 or $165 accrual.	$100 for Participants who were Active Participants on both August 1, 2021, and August 1, 2022, and were not active or in pay status as of August 1, 2026	$165 for Active Participants and all those in Pay Status as of August 1, 2026

		\$100 for Participants who were Active Participants as of August 1, 2021 and were unable to work 160 hours in the August 1, 2021 to July 31, 2022 Plan Year due to a Disability, and were not active or in pay status as of August 1, 2026	
8/1/2008-7/31/2018	\$87 for Participants who do not meet the requirements of the \$100 accrual	\$100 for retirees and surviving spouses in pay status as of August 1, 2021. \$100 for Participants who were Active Participants on both August 1, 2021, and August 1, 2022. \$100 for Participants who were Active Participants as of August 1, 2021 and were unable to work 160 hours in the August 1, 2021 to July 31, 2022 Plan Year due to a Disability.	
~~After~~ 8/1/2018 – 7/31/2026	\$100		
On or after 8/1/2026	\$165		

The Board of Trustees adopted this Amendment on August 25 **, 2026.**

UNION TRUSTEES

EMPLOYER TRUSTEES

FOURTH AMENDMENT TO THE FLINT PLUMBING AND PIPEFITTING INDUSTRY PENSION PLAN DOCUMENT

WHEREAS, the Trustees of the Flint Plumbing and Pipefitting Industry Pension Fund (the Trustees) desire to amend the Amended and Restated Flint Plumbing and Pipefitting Industry Pension Fund Plan document dated October 2022 (the Plan),

WHEREAS, the Trust authorizes the Trustees to amend the Plan from time to time;

NOW THEREFORE, the Plan is amended as follows effective 8/19/2025 :

1. Article 1, Definitions, is amended as follows:

Year of Service means:

(a) For the purpose of eligibility for retirement and vesting:

(i) For the period prior to August 1, 1976:

~~(1)~~ An Employee will receive one Year of Service for each full year of continuous employment in Covered Service for the period August 1, 1957 through August 1, 1962, provided he has worked 2,400 hours or more in Covered Service during the period August 1, 1962 through August 1, 1964. In the event he works less than 2,400 hours in Covered Service during the period August 1, 1962 through August 1, 1964, he will receive that percentage of his Years of Service for the period August 1, 1957, through August 1, 1962, equal to the number of hours actually worked in covered service during the period August 1, 1962 through August 1, 1964, divided by 2,400; or

(ii) For the period August 1, 1962, through August 1, 1976, an Employee will earn the following Years of Service:

Hours Worked During Plan Year for Which Contributions are Made to the Fund for Covered Employment	Years of Service
1,760 or more	1.1
1,600 but less than 1,760	1.0
1,440 but less than 1,600	0.9
1,280 but less than 1,440	0.8
1,120 but less than 1,280	0.7
960 but less than 1,120	0.6
800 but less than 960	0.5
640 but less than 800	0.4
480 but less than 640	0.3
320 but less than 480	0.2
160 but less than 320	0.1

Hours Worked During Plan Year for Which Contributions are Made to the Fund for Covered Employment	Years of Service
Less than 160	0.0

(iii) For the purpose of vesting and eligibility for retirement for the period beginning August 1, 1976, and all future Plan Years, a Plan Year in which an Employee is credited with at least 870 Hours of Work, including non-covered employment with an Employer which is contiguous to covered employment. Non-covered employment shall be employment with an Employer which does not come within the jurisdiction of the Union. If an Employee who was employed in non-covered employment becomes a Participant in the Plan while working for an Employer he shall be given Years of Service for his contiguous employment with that Employer immediately prior to the date his work comes within the jurisdiction of the Union, but in no event for any such employment prior to the date the Employer became a contributing Employer to the Fund. The Years of Service thus granted retroactively shall be based on Hours of Work as opposed to hours for which contributions were received or required and shall be used for determining eligibility for benefits only and shall not be used for purposes of benefit accrual.

A Participant who becomes employed in non-covered employment for an Employer immediately after he has been working under the jurisdiction of the Union shall continue to accrue Years of Service for such contiguous non-covered employment based on his Hours of Work; but such years shall be used for determining eligibility for benefits only and shall not be used for purposes of benefit accrual.

Notwithstanding, in the event a Participant leaves Covered Employment for employment with the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada (UA), such Participant shall be given credit for his/her years of employment with the UA for vesting and eligibility purposes only.

* * *

2. Article 6, Section 6.03, Beneficiary, is amended as follows:

The Designated Beneficiary of any vested single Participant who dies prior to his annuity starting date, shall receive a death benefit equal to Five Thousand Dollars ($5,000.00) for each Year of Service for benefit accrual purposes, payable in a lump sum. This benefit is the sole benefit payable under the Plan in the event a single Participant dies prior to his annuity starting date. Every single Participant may designate any person to be his/her Beneficiary on a form approved by the Trustees, and such person shall remain the designated Beneficiary until changed in writing by the Participant on a form approved by

the Trustees. In the event there is no designation, this benefit shall be paid to the person or persons in the first of the following categories:

(a) The Participant's surviving children in equal shares; or

(b) The Participant's estate.

A Beneficiary may waive their right to receive a benefit under this Plan. Any waiver must be in writing, and in a format acceptable to the Trustees.

The Board of Trustees approved and adopted this Amendment to the Flint Plumbing and Pipefitting Industry Pension Plan on August 19 2025.

UNION TRUSTEES

EMPLOYER TRUSTEES

THIRD AMENDMENT TO THE FLINT PLUMBING AND PIPEFITTING INDUSTRY PENSION PLAN DOCUMENT

WHEREAS, the Trustees of the Flint Plumbing and Pipefitting Industry Pension Fund (the Trustees) desire to amend the Amended and Restated Flint Plumbing and Pipefitting Industry Pension Fund Plan document dated October 2022 (the Plan),

WHEREAS, the Trust authorizes the Trustees to amend the Plan from time to time;

NOW THEREFORE, the Plan is amended as follows effective April 1, 2025:

1. **Article 5, Section 5.02, Qualified Joint and Survivor Form, is amended as follows:**

...

Pop-Up: Effective April 1, 2025, ~~A~~ a Participant who ~~has~~ elect~~sed~~ a Joint and Survivor Annuity under this section 5.02, or ~~a 100% or 75% Joint and Survivor Option under Section~~ 5.03, and whose spouse ~~dies subsequent to August 1, 1993,~~ predeceases him, ~~but within five years of the date of commencement of the Joint and Survivor Annuity,~~ shall receive, commencing with the first day of the month coinciding with the next following the spouse's death, a single life annuity which is the Actuarial Equivalent of such Joint and Survivor Annuity.

Retired Participants who elected a Joint & Survivor Annuity under Section 5.02, or 5.03, and whose spouse died after August 1, 1993 but did not qualify for the pop-up rules prior to this amendment, will have their monthly benefit converted to a single life annuity, which is the Actuarial Equivalent of such Joint and Survivor Annuity, commencing with benefit payments beginning on ~~the later of~~ April 1, 2025 or the first of the month after the ~~date of~~ the spouse's death, if later. ~~if the spouse's death.~~

The Board of Trustees approved and adopted this Amendment to the Flint Plumbing and Pipefitting Industry Pension Plan on 4-16-25.

UNION TRUSTEES

EMPLOYER TRUSTEES

4923-2683-6779
Approved at April 16, 2025 meeting.
4903-8359-4291, v. 1

SECOND AMENDMENT TO THE FLINT PLUMBING AND PIPEFITTING INDUSTRY PENSION PLAN DOCUMENT

WHEREAS, the Trustees of the Flint Plumbing and Pipefitting Industry Pension Fund (the Trustees) desire to amend the Amended and Restated Flint Plumbing and Pipefitting Industry Pension Fund Plan document dated October 2022 (the Plan),

WHEREAS, the Trust authorizes the Trustees to amend the Plan from time to time;

NOW THEREFORE, the Plan is amended as follows effective August 1, 2021

1. **Article I, the definition of Year of Service, is amended as follows:**

Year of Service means: .....

(b) For the purposes of benefit accrual: ...

(v) For the period commencing August 1, 2018, through July 31, 2021, ~~and all future Plan Years,~~ an Employee will earn one-tenth of a Year of Service for every 150 Hours of Work. At the end of the Plan Year, each Hour of Work under 150 Hours of Work for the Plan Year will carry over and be credited to the Participant in the next Plan Year.

For the period commencing August 1, 2021, and all future Plan Years, an Employee will earn one-tenth of a Year of Service for every 139 Hours of Work (subject to proration in (vi), below). At the end of the Plan Year, each Hour of Work under 139 Hours of Work for the Plan Year will carry over and be credited to the Participant in the next Plan Year.

(vi) For hours worked on or after December 1, 2013, and for all future Plan Years, a Year of Service will be based on Prorated Benefit Hours a Participant earns during a Plan Year. Prorated Benefit Hours are calculated by dividing total contributions reported on behalf of a Participant by the current hourly journeyman contribution rate.

The Board of Trustees approved and adopted this Amendment to the Flint Plumbing and Pipefitting Industry Pension Plan Document on August 2, 2023.

Union Trustees

Employer Trustees

W2646737v1

FIRST AMENDMENT TO THE FLINT PLUMBING AND PIPEFITTING INDUSTRY PENSION PLAN DOCUMENT

WHEREAS, the Trustees of the Flint Plumbing and Pipefitting Industry Pension Fund (the Trustees) desire to amend the Amended and Restated Flint Plumbing and Pipefitting Industry Pension Fund Plan document dated October 2022 (the Plan),

WHEREAS, the Trust authorizes the Trustees to amend the Plan from time to time;

NOW THEREFORE, the Plan is hereby amended as follows:

1. **Section 4.01, Normal Retirement Benefit, is amended effective January 1, 2023, as follows:**

...

Distribution of such benefit, in the absence of an earlier commencement date being elected by the Participant, shall commence no later than the Participant's Required Beginning Date. ~~first day of April following the calendar year in which the Participant reaches age 70½; provided, however, that a Participant who is not retired by the end of the calendar year in which he attains age 70½ (other than a five percent owner) may elect to delay commencement of benefit distributions until not later than April 1 of the calendar year following the calendar year in which the Participant retires.~~

2. **Section 4.02, Late Retirement Benefit, is amended effective January 1, 2023, as follows:**

...

Distribution of such benefit, in the absence of an earlier commencement date being elected by the Participant, shall commence no later than the Participant's Required Beginning Date. ~~first day of April following the calendar year in which the Participant reaches age 70 ½; provided, however, that a Participant who is not retired by the end of the calendar year in which he attains age 70 ½ (other than a five percent owner) may elect to delay commencement of benefit distributions until not later than April 1 of the calendar year following the calendar year in which the Participant retires.~~

3. **Section 4.06, Rule 85 Retirement Benefit**, is amended effective January 1, 2023, as follows:

...

Distribution of such benefit in the absence of an earlier commencement date being elected by the Participant, shall commence no later than the Participant's Required Beginning Date. ~~first day of April following the calendar year in which the Participant reaches the age of 70 ½; provided, however, that a Participant who is not retired by the end of the calendar year in which he attains age 70 ½ (other than a five percent owner) may elect to delay commencement of benefit distributions until not later than April 1 of the calendar year following the calendar year in which the Participant retires.~~

4. **Section 5.05 (b)(2) is amended effective January 1, 2023, as follows:**

(A) If the Participant's Surviving Spouse is the Participant's sole Designated Beneficiary, then, distributions to the Surviving Spouse will begin by the later of: (a) December 31 of the calendar year immediately following the calendar year in which the Participant died, or (b) For participants: (i) who turn (or would have turned) 70 ½ on or before December 31, 2019 (i.e. whose birthdate is on or before June 30, 1949), by December 31 of the calendar year in which the Participant would have attained age 70 ½ , (ii) who turn 70 ½ after December 31, 2019 (i.e. whose birthdate is on or after July 1, 1949), December 31 of the calendar year in which the Participant would have attained age 72, (iii) who turn 72 after December 31, 2022, and 73 before January 1, 2033 (ie., whose birthdate is on or after January 1, 1951 and on or before December 31, 1959): by December 31 of the calendar year immediately following the calendar year in which the participant died, or by December 31 of the calendar year in which the participant would have attained age 73.

5. Section 5.05(f)(4) is amended effective January 1, 2023, as follows:

Required Beginning Date

For those who turn 70 ½ on or before December 31, 2019 (i.e. whose birthdate is on or before June 30, 1949): April 1 of the calendar year following the calendar year in which the Participant attains age 70½; provided, however, that a Participant who is not retired by the end of the calendar year in which he attains age 70 ½ (other than a five percent owner) may elect to delay commencement of benefit distributions until not later than April 1 of the calendar year following the calendar year in which the Participant retires.

For those who turn 70 ½ after December 31, 2019 (i.e. whose birthdate is on or after July 1, 1949): April 1 of the calendar year following the calendar year in which the Participant attains age 72; provided, however, that a Participant who is not retired by the end of the calendar year in which he attains age 72 (other than a five percent owner) may elect to delay commencement of benefit distributions until not later than April 1 of the calendar year following the calendar year in which the Participant retires.

For Participants who turn 72 after December 31, 2022, and 73 before January 1, 2033 (i.e. whose birthday is on or after January 1, 1951 and on or before December 31, 1959): April 1 of the calendar year immediately following the calendar year in which the Participant attains age 73; provided however, that a Participant who is not retired by the end of calendar year in which he attains age 73 (other than a five percent owner) may elect to delay commencement of benefit distributions until not later than April 1 of the calendar year following the calendar year in which the Participant retires.

6. **Effective 60-days after the expiration of the COVID-19 National Emergency (June 9, 2023), the Extension of Certain Timeframes for Employee Benefits Plans, Participants**

and Beneficiaries Affected by the COVID-19 Outbreak, set forth in 85 FR 26351 (as amended by EBSA Disaster Relief Notice 2021-01), will expire and will no longer be in effect. Therefore, the Plan will no longer disregard the Outbreak Period and Article 10, Section 10.04 (entitled "Timely Submission of Appeals") is amended as follows:

Section 10.04-Timely Submission of Appeals

All appeals must be timely submitted. A Participant or dependent who does not timely submit an appeal waives his/her right to have the benefit denial further reviewed by the Fund or in a court of law.

~~Effective March 1, 2020, the Plan will implement the Extension of Certain Time frames for Employee Benefit Plans, Participants, and Beneficiaries Affected by the COVID-19 Outbreak, set forth at 85 FR 26351 (May 4, 2020), as follows:~~

~~The Plan will disregard the period from March 1, 2020, until the earlier of: (1) 1 year from the date a Participant or Beneficiary becomes eligible for an extended deadline or (2) 60 days after the announced end of the National Emergency or such other date announced by the applicable federal agency (the "Outbreak Period") for all participants and dependents in determining the following periods and dates:~~

~~Relating to claims submission and the claims and appeal procedures under Article 10:~~

~~a. The date within which individuals may file a benefit claim, and~~

~~b. The date within which claimants may file an appeal of an adverse benefit determination.~~

The Board of Trustees has approved and adopted this First Amendment to the Flint Plumbing and Pipefitting Industry Pension Plan Document on April 18, 2023.

Union Trustees

Employer Trustees

W2631258

FLINT PLUMBING AND PIPEFITTING INDUSTRY PENSION PLAN

Amended and Restated October 2022

TABLE OF CONTENTS

ARTICLE I – DEFINITIONS 2

ARTICLE II – ELIGIBILITY 12
Section 2.01 - Initial Eligibility 12
Section 2.02 - Status 12
Section 2.03 - Retroactive Amendments 12
Section 2.04 - Reinstatement of Eligibility 12

ARTICLE III – ELIGIBILITY FOR RETIREMENT BENEFITS 12
Section 3.01 - Normal Retirement 12
Section 3.02 - Late Retirement 13
Section 3.03 - Early Retirement 13
Section 3.04 - Disability Retirement 13
Section 3.05 - Deferred Vested Retirement 15
Section 3.06 - Rule 85 Retirement 16

ARTICLE IV – RETIREMENT BENEFITS 16
Section 4.01 - Normal Retirement Benefit 16
Section 4.02 - Late Retirement Benefit 16
Section 4.03 - Early Retirement Benefit 17
Section 4.04 - Disability Retirement Benefit 17
Section 4.05 - Deferred Vested Retirement Benefit 18
Section 4.06 - Rule 85 Retirement Benefit 18

ARTICLE V – FORM OF BENEFITS 19
Section 5.01 - Normal Form of Benefits 19
Section 5.02 - Qualified Joint and Survivor Form 19
Section 5.03 - Optional Forms of Benefits 20
Section 5.04 - Election of Form of Payment 22
Section 5.05 - Payment of Benefits 23
Section 5.06 - Maximum Annual Benefit 29
Section 5.07 - Service Credit With Respect to Qualified Military Service 30
Section 5.08 - Beneficiary for Ten and Five Year Certain Options 31
Section 5.09 - Distribution for Minor Beneficiary 32
Section 5.10 - Effect of Social Security Act 32
Section 5.11 - Limitations on Benefits 32

ARTICLE VI – DEATH BENEFITS 32
Section 6.01 - Death After Normal Retirement Age 32
Section 6.02 - Death Before Normal Retirement Date 33
Section 6.03 – Beneficiary 33

ARTICLE VII – SUSPENSION OF RETIREMENT BENEFITS 33
Section 7.01 - Suspension of Retirement Benefits 33

ARTICLE VIII – CONTRIBUTIONS – FUNDING 36
Section 8.01 - Employer Contributions 36

Section 8.02 - Funding 37
Section 8.03 - Audit 37
Section 8.04 - No Reversion of Contributions 38
Section 8.05 - Outstanding Payments 38
Section 8.06 - Overpayments 38
Section 8.07 - Rights Limited to Those Rights Granted by Plan 38
Section 8.08 - Reciprocal Agreements 39
Section 8.09 - Employer Withdrawal 39

ARTICLE IX – ROLLOVER DISTRIBUTIONS 39
Section 9.01 - Effective Date 39
Section 9.02 - Definitions 39

ARTICLE X – CLAIM AND APPEAL PROCEDURES 41
Section 10.01 - Claims Procedure 41
Section 10.02 - Appeals Procedure 43
Section 10.03 - Discretion of Trustees 46
Section 10.04 - Timely Submission of Appeals 46
Section 10.05 - Limitation of Actions 46
Section 10.06 - Facility of Payment 47
Section 10.07 – Failure to Follow Claims Procedures 47
Section 10.08 – Avoiding Conflicts of Interest 47

ARTICLE XI – NON-ALIENATION OF BENEFITS 48
Section 11.01 - Non-Alienation of Benefits 48
Section 11.02 - Plan Procedures for Domestic Relations Orders 48

ARTICLE XII – AMENDMENT/TERMINATION/MERGER 48
Section 12.01 - Amendment 48
Section 12.02 - Termination 48
Section 12.03 - Procedures in Event of Termination 49
Section 12.04 - Merger or Consolidation of Plan 49

ARTICLE XIII – MISCELLANEOUS 49
Section 13.01 - Strikes 49
Section 13.02 - Employees Employment Rights Not Affected 50
Section 13.03 - Severability 50

ARTICLE XIV – TOP HEAVY 50
Section 14.01 - Top-heavy definitions 50
Section 14.02 - Top-Heavy Minimum Accrued Benefit 53
Section 14.03 - Adjustment For Benefit Form Other Than Life Annuity At Normal Retirement Age 53
Section 14.04 - Nonforfeitability of Minimum Accrued Benefit 54
Section 14.05 - Minimum Vesting Schedules 54

FLINT PLUMBING AND PIPEFITTING INDUSTRY
PENSION PLAN

PREAMBLE

WHEREAS, the FLINT ASSOCIATION OF PLUMBING MECHANICAL CONTRACTORS, INC. ("Association"), and UA LOCAL UNION 370 PLUMBERS, PIPEFITTERS AND SERVICE TRADES ("Union") (collectively the "Settlors"), entered into a collective bargaining agreement, effective May 1, 1963, which required Employers to contribute to a defined benefit pension plan to be established for the exclusive purpose of providing retirement benefits to Employees covered by the collective bargaining agreement or their beneficiaries; and

WHEREAS, pursuant to such agreement, the Settlors entered into the Flint Plumbing and Pipefitting Industry Pension Plan Trust Agreement ("Trust"); and

WHEREAS, pursuant to the terms of the Trust, the Trustees of the Fund initially adopted the Flint Plumbing and Pipefitting Industry Pension Plan ("Plan"), effective May 1, 1963, which governs the terms and conditions of participation in the Fund; and

WHEREAS, pursuant to Section 12.01 of the Plan, the Trustees are authorized to amend the Plan for reasons the Trustees deem necessary and advisable, and the Plan has been subsequently amended over the years to comply with various changes in the law and as deemed necessary; and

WHEREAS, the Trustees now desire to restate the Plan in its entirety, and the restated Plan shall apply to any Participant who earns an Hour of Work on or after October 11, 2022. Otherwise, the Plan then in effect when the Participant last earned an Hour of Work shall be applicable.

NOW, THEREFORE, the Trustees hereby amend and restate the Plan as follows:

ARTICLE I – DEFINITIONS

When used in this Plan, the following words and phrases shall have the flowing meanings unless the context clearly indicates otherwise,

Active Participant means a Participant who has not retired, become disabled, deceased or incurred a Break-in-Service.

Actuarial Equivalent means a benefit having the same actuarial value as the benefit it replaces. Actuarial Equivalents expressed in the form of monthly benefit payments under the Plan shall be determined by using a 6.5% interest assumption and a Unisex Pension -1984 Mortality Table.

For the purposes if applying the benefit limitations of Internal Revenue Code Section 415, a retirement benefit that is payable in any form other than a straight life annuity, and that is not subject to Code Section 417(e)(3), shall be adjusted to an actuarially equivalent straight life annuity that equals:

(1) for limitation years beginning on or after July 1, 2007, the greater of the annual straight life annuity, if any, payable under the Plan at the same annuity starting date and the annual amount of a straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit computed using an interest rate of 5% and the applicable mortality table under Code Section 417(e)(3).

(2) for limitation years beginning before July 1, 2007, the annual amount of a straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit computed using whichever of the following produces the greater annual amount: (a) the interest rate and mortality table or other tabular factor specified in the Plan for adjusting benefits in the same form and (b) a 5% interest rate assumption and the applicable mortality table.

The applicable mortality table is the mortality table described in Rev. Rul. 2001-62.

Notwithstanding any other Plan provision, effective August 1, 2008 the minimum lump sum value shall be the present value using the applicable mortality table and applicable interest rate as described below. The applicable mortality table will be a mortality table, modified as appropriate by the IRS, based on the mortality table specified for the Plan Year under Code Section 430(h)(3)(A) (without regard to the Code Section 430(h)(3)(C) substitute mortality table or the Code Section 430(h)(3)(D) mortality table for the disabled). The applicable interest rate means the Code Section 417(e)(3) spot rate as published by the IRS, which is the adjusted first, second and third segment rates applied under rules similar to the rules of Code Section 430(h)(2)(C) for the first day of the Plan Year in which the distribution is paid. The adjusted first, second and third segment rates are the first, second and third segment rates determined under Code Section 430(h)(2)(C) if:

(a) The Code Section 430(h)(2)(D) definition of "corporate bond yield curve" was applied by substituting the average yields for the month, as described in Code

Section 430(h)(2)(D)(ii) for the average yields for the 24-month period, as described in such section.

(b) Effective August 1, 2010, the actuarial equivalence basis for the Social Security Adjustment Option in Section 5.03(b) will be the same as that used for lump sum distributions.

Association means the Flint Association of Plumbing & Mechanical Contractors, Inc.

Break-in-Service means:

(a) For Plan Years prior to August 1, 1976, a period of two consecutive Plan Years in which an Employee is not credited with at least one-tenth of a Year of Service. In the event the Employee did not have at least five Years of Service at the time he incurred a Break-in-Service the Employee will lose his pre-break Years of Service;

(b) For Plan Years ending after August 1, 1976, an Employee who is not credited with at least 160 Hours of Service in two consecutive Plan Years will incur a Break-in-Service. An Employee who had no vested accrued benefit in the Plan will lose his pre-break service when his consecutive one-year Breaks-in-Service equal or exceed his pre-break Years of Service, except that as to Plan Years commencing after December 31, 1984, pre-break Years of Service will not be lost until the Employee has at least five consecutive Breaks-in-Service;

(c) An Employee who is absent from work for maternity or paternity reasons (e.g., by reason of the Employee's pregnancy, birth of the Employee's child, placement of a child with the Employee for adoption or for the purpose of caring for such Child for a reasonable period following such birth or placement), shall not incur a Break-in-Service due to such absence in the Plan Year the absence begins or in the following Plan Year if the Employee did not otherwise incur a Break-in-Service in the Plan Year in which the absence began if the requirements of subparagraph (e) under the definition of Hour of Work, below, are met;

(d) An Employee's failure to earn sufficient Hours of Service in a Plan Year due to service in the Armed Forces of the United States, resulting from his induction or first voluntary enlistment therein shall not constitute a Break in Service and such military service shall be considered as service for purposes of Years of Service under the Plan as described under Section 5.07 of the Plan, provided that the Employee complies with all of the requirements of Federal law in effect on the date of his separation from such service.

(e) An Employee who incurs a Break-in-Service as described in this Section, and returns to work for an Employer, and who works for an Employer continuously for 20 or more years, shall be considered not to have incurred a Break-in-Service for purposes of eligibility for retirement benefits and pre-Break-in-Service credits shall be valued in accordance with the schedule attached as Exhibit "A" at the time the Employee was last credited with an Hour of Work.

Code or Internal Revenue Code means the Internal Revenue Code of 1986, as amended from time to time.

Compensation means, for purposes of the Plan, Code Section 415 compensation, which includes (i) any elective deferrals (as defined in Code Section 402(g)(3), and (ii) any amount which is contributed or deferred by the Employer which is not includible in the gross income of the Employee by reason of Code Section 125, 132(f)(4), or 457. Compensation further includes those amounts that are paid by the later of 2 ½ months after severance from employment with an Employer or the end of the limitation year that includes the date of severance from employment with an Employer. The annual compensation to the extent taken into account for any Employee under the Plan is limited to the annual compensation limit under Code Section 401(a)(17) and its corresponding regulations. The annual compensation limit is $200,000, adjusted as provided by the Commissioner.

Covered Service means service with an Employer within the geographical limits of the Union's jurisdiction in categories of work under the jurisdiction of the applicable collective bargaining agreement for which contributions are required to be made to the Pension Trust Fund and service as an Employee of the Union for which the Union has agreed to contribute to this Pension Trust Fund.

Year of Credited Service means the number of Years of Service earned by a Participant for benefit accrual purposes computed to the nearest one-tenth of a Year of Service for benefit accrual purposes credited to a Participant less any Years of Service forfeited because of a Break-in-Service. Service shall be credited for all Hours Worked under reciprocal agreements as set forth in Section 8.08

Deceased Participant means a Participant who has deceased and whose beneficiaries (including his spouse) are eligible to receive benefits under the Plan.

Disabled Participant means an Active Participant who has a Total and Permanent Disability and who is entitled to receive benefits under the Plan.

Employee means:

(a) Any person employed by an Employer covered by the terms of a collective bargaining agreement between the Union and such Employer which requires such Employer to make contributions to the Pension Fund on behalf of such person;

(b) Any person employed by an Employer as an Estimator who has come from the United Association of Plumbers, Pipefitters and Service Trades and maintains membership therein. Provided, however, such Estimator shall participate only upon the written consent of such Estimator and his Employer;

(c) Any person employed by the Union on behalf of whom the Union agrees to make contributions to the Pension Fund;

(d) Any person employed by the Board of Trustees, committee or other agency established to administer or be responsible for fringe benefit funds, educational or other programs established through collective bargaining by the Union and the association for whom such persons' employer agrees to make contributions to the Fund; or

(e) Solely for nondiscrimination testing purposes under the Code, including any individual who is employed by a related business or employer required to be aggregated with such Employer under Section 414(b), (c), (m) or (o) of the Code. The term "Employee" also shall include solely for nondiscrimination testing purposes any Leased Employee who is deemed to be an employee of an Employer as provided in Section 414(n) or (o) of the Code. Such term shall not include, however, a person who is an owner-employee (as defined in Code Section 401(c)(3)) or a self-employed individual (as defined in Code Section 401(c)(1)).

The Plan adopts the "alumni rule" as set forth in Treasury Regulation §1.410(b)-6(d)(2)(ii) for the purpose of defining a "collectively bargained employee" under the Internal Revenue Code.

Employer means:

(a) Any member of the Association or other Employer association, bound by the terms of a collective bargaining agreement between the Union and such association to make contributions to the Pension Fund;

(b) Any individual, partnership, joint venture, trust or corporation, the Employees of which are covered by a collective bargaining agreement between the Union and such person or organization which requires such person or organization to make contributions to the Pension Fund;

(c) The Union, to the extent and solely to the extent, that it acts in the capacity of an Employer of its Employees on whose behalf it agrees to make contributions to the Pension Fund;

(d) Any Board of Trustees, committee or other agency established to administer or be responsible for Employee benefit funds, educational or other programs established through collective bargaining by the Union and the Association shall be considered an Employer solely for the purpose of making contributions to the Trust Fund on behalf of Employees employed by such Board of Trustees, committee or other agency for whom such persons agree to make contributions to the Fund;

(e) Any other employer who is obliged by any other written agreement satisfying the requirements of the National Labor Relations Act and acceptable to the Trustees, to make Contributions to the Fund.

ERISA means the Employee Retirement Income Security Act of 1974 as amended.

Former Participant means a Participant who has incurred a Break-in-Service and is not entitled to receive benefits under the Plan.

Geographical Area of Fund means the counties of Genesee, Lapeer and Shiawassee within the State of Michigan and other areas covered by a reciprocal agreement between Trustees and other pension funds for the purpose of establishing portability on a reciprocal basis, provided contributions attributable to work in such other areas actually are transmitted to the Fund.

Hour of Work means:

(a) Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for an Employer during the Plan Year. Such hours shall be credited to the Plan Year in which the duties are performed;

(b) Each hour for which an Employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), lay off, jury duty, military duty or leave of absence. Notwithstanding, no more than 501 Hours of Work will be credited under this paragraph for any single continuous period (whether or not such period occurs in a single computation period). Hours under this paragraph will be calculated and credited pursuant to Section 2530.200b-2 of the Department of Labor Regulations which is incorporated herein by this reference.

Notwithstanding the foregoing, Hours of Work shall not include hours for which an Employee is directly or indirectly paid, or entitled to payment, on account of a period for which no duties are performed (irrespective of whether the employment relationship has terminated) if such payment is made or due under a plan maintained solely for purposes of complying with applicable workers compensation or unemployment compensation or disability insurance laws or hours for a period during which payments are made to an Employee solely to reimburse the Employee for medical or medically related expenses incurred by the Employee;

(c) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by an Employer for the performance of duties for an Employer. Such hours shall be credited to the Plan Year in which the duties were performed. In no event shall the same hours be credited under this paragraph if already credited under subparagraph (a) above;

(d) Pursuant to rules adopted by the Board of Trustees, hours required to be credited to the Employee by the Veterans Reemployment Rights statute codified at 38 U.S.C. Sections 4301-4307 or the Uniformed Services Employment and Reemployment Rights Act of 1994, as may be applicable;

(e) Solely for purposes of preventing a Break-in-Service from occurring in a Plan Year, Hours of Work will be credited to a Participant who is absent from work for

maternity or paternity reasons. The Hours of Work which shall be credited shall be equal to the Hours of Work which would otherwise be credited to him for such absence, or, in any case, in which such hours cannot be determined, eight Hours of Work per day of absence. For purposes of this provision, an absence from work for maternity or paternity reasons means an absence occasioned by: (1) the pregnancy of the Participant, (2) the birth of a child of the Participant, (3) the placement of a child with the Participant in connection with the adoption of such child by such Participant, or (4) for purposes of caring for such child for a period beginning immediately following such birth or placement. The Hours of Work credited under this provision shall be credited: (1) in the Plan Year in which the absence begins if the crediting is necessary to prevent a Break-in-Service in that Plan Year, or (2) in all other cases, in the following Plan Year. Notwithstanding the foregoing, no Hours of Work shall be credited hereunder unless the Participant furnishes the Trustees with timely information as the Trustees may require to establish that the Participant's absence from work is due to one of the reasons described herein and the number of days for which there was such an absence.

All Hours of Work, as set forth above, shall be computed in accordance with the Department of Labor Regulations Section 2530.200b-2(b) and (3), including the rule against double credit.

Inactive Participant means a Participant who has incurred a Break-in-Service and is entitled to receive deferred vested benefits under the Plan.

Leased Employee means any person (other than an employee of the recipient of the leased services) who pursuant to an agreement between the recipient and any other person ("leasing organization") has performed services for the recipient (or for the recipient and related persons determined in accordance with Section 414(n)(6) of the Internal Revenue Code) on a substantially full-time basis for a period of at least one year, and such services are of a type historically performed by employees in the business field of the recipient employer. Contributions or benefits provided to a Leased Employee by the leasing organization which are attributable to services performed for the recipient employer and such services are under the primary direction and control of an Employer shall be treated as provided by the recipient employer.

A Leased Employee shall not be considered an employee of the recipient if

(a) Such employee is covered by a money purchase pension plan provided:

(1) A nonintegrated employer contribution rate of at least ten percent (10%) of compensation, as defined in Section 415(c)(3) of the Internal Revenue Code, but including amounts contributed pursuant to a salary reduction agreement which are excludable from the employee's gross income under Section 125, Section 402(e)(3), Section 402(h) or Section 403(b) of the Internal Revenue Code;

(2) Immediate participation; and

(3) Full and immediate vesting.

(b) Leased employees do not constitute more than 20% of the recipient's non-highly compensated work force.

Original Plan means the Plan as in effect on July 31, 1976, as amended.

Participant means an Employee who has met the eligibility requirements in Article II. Once an Employee becomes a Participant, he shall remain a Participant until his Normal or Early Retirement, death, Disability, Deferred Vested Retirement, Rule 85 Retirement, or other termination of participation.

Plan or Pension Plan means this document, as amended from time to time.

Plan Administrator means the Board of Trustees, or a person or entity that may be designated by the Board of Trustees to administer the Plan.

Plan Year means the consecutive 12 month period commencing August 1 and ending July 31 of each year.

Retired Participant means a Participant who has retired and who is eligible to receive benefits under the Plan.

Survivor Spouse means the person to whom a Participant, Retired Participant, Disabled Participant or Inactive Participant was legally married for at least one year as of the date of his death, except that, whenever benefits became payable under a Qualified Joint and Survivor Form described in Article V after the death of the Participant, his Surviving Spouse, if any, shall mean the person to whom he was legally married at the time such benefits became payable (provided such person is still alive at the time of the Participant's death and she was legally married to Participant for at least one year as of the date of his death). Further, "Spouse" or "Surviving Spouse" as used in this Plan means the Participant's legal spouse who has met all requirements of a valid marriage contract in the State of marriage of such parties.

Total and Permanent Disability means Effective July 26, 1992, a totally and permanently disabled Participant is one who is determined by the Trustees, on a basis of medical evidence satisfactory to them, to have a physical or mental condition which has rendered him totally unable to engage in any regular occupation or employment for remuneration or profit and which condition is likely to be permanent and continuous during the remainder of his life; provided, however, that no Participant shall be deemed to be totally and permanently disabled if such incapacity is due to current illegal use of narcotics, was contracted, suffered or incurred while he was engaged in a felonious enterprise or -resulted therefrom or resulted from an intentionally self-inflicted injury.

An application for a disability retirement benefit must be accompanied by, or subsequently supplemented by, a copy of the Participant's Social Security disability award and a comprehensive statement from his physician explaining, in detail, the nature of the alleged disablement and the prognosis for recovery before such application shall be considered by the Trustees.

Trust Agreement means the agreement and declaration of trust, establishing the Pension Fund of the Flint Plumbing and Pipefitting Industry effective May 1, 1963, as amended or restated from time to time.

Trustees or Board means the Employer trustees and the Union trustees, collectively, as appointed under the Trust Agreement to administer the Plan.

Trust Fund, Fund or Pension Fund means the contributions owed to or received by the Trustees from contributing Employers together with all income, increments, earnings and profits derived from the investments thereof and all other funds or income owed to or received by the Trustees for the uses and purposes set forth in the Trust Agreement.

Union means UA Local Union 370 Plumbers, Pipefitters and Service Trades.

Year of Service means:

(a) For the purpose of eligibility for retirement and vesting:

(i) For the period prior to August 1, 1976:

(1) An Employee will receive one Year of Service for each full year of continuous employment in Covered Service for the period August 1, 1957 through August 1, 1962, provided he has worked 2,400 hours or more in Covered Service during the period August 1, 1962 through August 1, 1964. In the event he works less than 2,400 hours in Covered Service during the period August 1, 1962 through August 1, 1964, he will receive that percentage of his Years of Service for the period August 1, 1957, through August 1, 1962, equal to the number of hours actually worked in covered service during the period August 1, 1962 through August 1, 1964, divided by 2,400; or

(2) For the period August 1, 1962, through August 1, 1976, an Employee will earn the following Years of Service:

Hours Worked During Plan Year for Which Contributions are Made to the Fund for Covered Employment	**Years of Service**
1,760 or more	1.1
1,600 but less than 1,760	1.0
1,440 but less than 1,600	0.9
1,280 but less than 1,440	0.8
1,120 but less than 1,280	0.7
960 but less than 1,120	0.6
800 but less than 960	0.5
640 but less than 800	0.4
480 but less than 640	0.3
320 but less than 480	0.2

Hours Worked During Plan Year for Which Contributions are Made to the Fund for Covered Employment	Years of Service
160 but less than 320	0.1
Less than 160	0.0

(ii) For the purpose of vesting and eligibility for retirement for the period beginning August 1, 1976, and all future Plan Years, a Plan Year in which an Employee is credited with at least 870 Hours of Work, including non-covered employment with an Employer which is contiguous to covered employment. Non-covered employment shall be employment with an Employer which does not come within the jurisdiction of the Union. If an Employee who was employed in non-covered employment becomes a Participant in the Plan while working for an Employer he shall be given Years of Service for his contiguous employment with that Employer immediately prior to the date his work comes within the jurisdiction of the Union, but in no event for any such employment prior to the date the Employer became a contributing Employer to the Fund. The Years of Service thus granted retroactively shall be based on Hours of Work as opposed to hours for which contributions were received or required and shall be used for determining eligibility for benefits only and shall not be used for purposes of benefit accrual.

A Participant who becomes employed in non-covered employment for an Employer immediately after he has been working under the jurisdiction of the Union shall continue to accrue Years of Service for such contiguous non-covered employment based on his Hours of Work; but such years shall be used for determining eligibility for benefits only and shall not be used for purposes of benefit accrual.

(b) For the purposes of benefit accrual:

(i) For the period prior to August 1, 1976:

(1) An Employee will receive one Year of Service for each full year of continuous employment in Covered Service for the period August 1, 1957 through August 1, 1962, provided he has worked 2,400 hours or more in Covered Service during the period August 1, 1962 through August 1, 1964. In the event he works less than 2,400 hours in Covered Service during the period August 1, 1962 through August 1, 1964, he will receive that percentage of his Years of Service for the period August 1, 1957, through August 1, 1962, equal to the number of hours actually worked in covered service during the period August 1, 1962 through August 1, 1964, divided by 2,400; or

(2) For the period August 1, 1962, through August 1, 1976, an Employee will earn the following Years of Service:

Hours Worked During Plan Year for Which Contributions are Made to the Fund for Covered Employment	Years of Service
1,760 or more	1.1
1,600 but less than 1,760	1.0
1,440 but less than 1,600	0.9
1,280 but less than 1,440	0.8
1,120 but less than 1,280	0.7
960 but less than 1,120	0.6
800 but less than 960	0.5
640 but less than 800	0.4
480 but less than 640	0.3
320 but less than 480	0.2
160 but less than 320	0.1
Less than 160	0.0

(ii) For the period commencing August 1, 1976, through July 31, 1998, an Employee will earn one-tenth of a Year of Service for every 160 Hours of Work. At the end of the Plan Year, each hour of work under 160 Hours of Work for the Plan Year will carry over and be credited to the Participant in the next Plan Year.

(iii) For the period commencing August 1, 1998, through July 31, 2011, an Employee will earn one-tenth of a Year of Service for every 150 Hours of Work. At the end of the Plan Year, each Hour of Work under 150 Hours of Work for the Plan Year will carry over and be credited to the Participant in the next Plan Year.

(iv) For the period commencing August 1, 2011, through July 31, 2018, an Employee will earn one-tenth of a Year of Service for every 150 Hours of Work, but not to exceed 1.2 Years of Service in any Plan Year. At the end of the Plan Year, each Hour of Work under 150 Hours of Work for the Plan Year will carry over and be credited to the Participant in the next Plan Year. A Participant may not earn more than 1.2 Years of Service and may not carry over more than 149 Hours of Work in any such Plan Year.

(v) For the period commencing August 1, 2018, and all future Plan Years, an Employee will earn one-tenth of a Year of Service for every 150 Hours of Work. At the end of the Plan Year, each Hour of Work under 150 Hours of Work for the Plan Year will carry over and be credited to the Participant in the next Plan Year.

(vi) For hours worked on or after December 1, 2013, and for all future Plan Years, a Year of Service will be based on Prorated Benefit Hours a Participant earns during a Plan Year. Prorated Benefit Hours are calculated by dividing total contributions reported on behalf of a Participant by the current hourly journeyman contribution rate.

ARTICLE II – ELIGIBILITY

Section 2.01 - Initial Eligibility

Each person who becomes an Employee, shall become a Participant on the first day of the calendar month in which he commences work in Covered Service.

Section 2.02 - Status

A Participant shall remain an Active Participant until he becomes an Inactive, Retired, Deceased, Disabled or a Former Participant.

Section 2.03 - Retroactive Amendments

Any Plan amendment or Plan restatement which takes effect after a person becomes an Inactive, Retired, Deceased, Disabled or a Former Participant shall not apply to such person, unless such amendment or restatement is specifically made retroactive to cover such persons.

Section 2.04 - Reinstatement of Eligibility

A Former Participant, Disabled Participant, or Inactive Participant will become an Active Participant as of the first day of the Plan Year in which he is credited with at least 150 hours of Covered Service. This does not mean that the pre-break Years of Service for a Former Participant are restored.

ARTICLE III – ELIGIBILITY FOR RETIREMENT BENEFITS

Section 3.01 - Normal Retirement

An Active Participant's or Disabled Participant's "Normal Retirement Age" shall be the earlier of:

(a) The later of:

(1) The date on which the Participant attains age 62; or

(2) The tenth year after participation commenced; or

(b) The later of:

(1) The time the Participant attains age 65; or

(2) The fifth anniversary of the time a Participant commenced participation in the Plan.

An Employee who becomes a Participant after attainment of age 53 and prior to attainment of age 58 will be deemed to reach his Normal Retirement Age pursuant to (a) above and will not be

required to have ten Years of Service provided he has earned at least 870 Hours of Work in each Plan Year between his date of hire and the date he attains age 62.

Upon attainment of Normal Retirement Age, a Participant's accrued benefits shall be non-forfeitable. An Active Participant or Disabled Participant who retires on or after his Normal Retirement Date shall be entitled to the Normal Retirement Benefits as set forth in Section 4.01.

A Participant's Normal Retirement Date shall mean the first day of the month coincident with or next following the date that the Participant satisfies all requirements for a Normal Retirement Benefit, including election to receive such benefits by submission of an application form to the Trustees on a form prescribed and furnished by them and accompanied by personal data as required by them.

Section 3.02 - Late Retirement

An Active Participant who continues to work for an Employer subsequent to his Normal Retirement Age shall not be eligible to receive a monthly pension until he actually retires. Upon his actual retirement he shall be entitled to the Late Retirement Benefits set forth in Section 4.02 and his "late Retirement Date" shall be the first day of the month following his actual retirement and after the Participant elects to receive such benefits by submission of an application to the Trustees on a form prescribed and furnished by them and accompanied by personal data required by them.

Section 3.03 - Early Retirement

For all benefits earned prior to August 1, 2011, an Active Participant who has attained age 53 and who has ten or more Years of Service may retire early. His "Early Retirement Date" shall be the first day of the month following the date on which his employment terminates after having met the requirements of the preceding sentence and after the Participant elects to receive such benefits by submission of an application to the Trustees on a form prescribed and furnished by them and accompanied by personal data required by them. An Active Participant who retires early shall be entitled to the Early Retirement Benefits set forth in Section 4.03.

For all benefits earned on or after August 1, 2011, an Active Participant must attain the age of 55 and be credited with ten or more Years of Service.

Section 3.04 - Disability Retirement

(a) Eligibility

An Active Participant shall be entitled to the Disability Retirement Benefit set forth in Section 4.04 if he/she:

(1) either:

(i) has ten or more Years of Service, or

(ii) is at least 58 years of age and has had contributions to the Plan of at least 250 Hours of Service for 10 consecutive Plan Years prior to a Break in Service; or

(iii) Has at least 15,000 Hours of Service within the last 15 years preceding the requested Disability Retirement Date.

(1) is Totally and Permanently Disabled, and

(2) has received a Social Security Disability award with an effective date prior to a Break in Service.

(b) Application and Effective Date

The "Disability Retirement Date" shall be the first day of the month next following the later of:

(1) The date on which the Board determines the Employee to be Totally and Permanently Disabled; or

(2) The date on which he files his written application for a Disability Retirement Benefit with the Trustees on a form prescribed and furnished by them and accompanied by personal data as required by them. If the Trustees determine in their sole discretion of that a Participant is incapacitated to the extent that he/she is unable to file an application on his/her own behalf, for purposes of this paragraph (b) the date he/she files a written application shall be the first of the month following the effective date of the Participant's Social Security Award.

A Disabled Participant who meets the eligibility requirements for a monthly Total and Permanent Disability Benefit as set forth in this Article III, upon submission of an application form to the Trustees, on a form prescribed and furnished by them and accompanied by personal data required by them, shall become entitled to a monthly Total and Permanent Disability Benefit commencing as of the first day of the month next following the date as of which he has both completed the eligibility requirements as set forth in the definition of “Total and Permanent Disability” under Article I and this subsection and submitted said application.

(c) Delay in Social Security Disability Award

In the event an Active Participant, having reached the earliest retirement age under the Plan, makes application to the Board for disability benefits and has met all criteria therefore except he/she has not received a Social Security Disability award, such Participant may retire under the Early Retirement provisions of the Plan and if he/she receives a Social Security Disability award within four years of the date of retirement, he/she shall be paid retroactive benefits under the disability benefit provisions of the Plan back to the date of application.

(d) No Coordination

Disability Retirement Benefits received pursuant to this Plan shall not be coordinated pursuant to Michigan Compiled Laws Annotated Section 418.354, if that provision is found to be applicable to this Plan, or with any Workers Disability Compensation Benefits to which the Disabled Participant may be or may become entitled.

(e) Conversion

A Disability Retirement Benefit automatically converts to a Normal Retirement Benefit when a participant reaches Normal Retirement Age.

Section 3.05 - Deferred Vested Retirement

For accruals prior to February 1, 2022, an Inactive Participant shall be entitled to a Deferred Vested Retirement Benefit as set forth in Section 4.05 as of his/her Deferred Vested Retirement Date, which is the first day of the month following his attainment of Early Retirement Age in effect at the time he/she terminated employment provided he/she has:

(1) Ten or more Years of Service prior to August 1, 1977; or

(2) Five Years or more Years of Service on or after August 1, 1977, but less than ten Years of Service as of July 31, 1997; or

(3) One or more Hours of Service on or after August 1, 1997, and Five Years of Service; or

(4) Ten or more Years of Service and terminates employment after August 31, 1982, , provided such Employee is not engaged in suspendible employment under Article VII.

For accruals on or after February 1, 2022, an Inactive Participant with Five or more Years of Service shall be entitled to a Deferred Vested Retirement Benefit as set forth in Section 4.05 as of the first day of the month following the later of the date he/she ceases all Plan Related Employment under Article VII or attainment of Early Retirement Age in effect at the time he/she terminated employment.

Notwithstanding the foregoing, no benefit shall be paid until the first of the month following the date an Inactive Participant elects to receive such benefits by submitting an application to the Trustees on a form prescribed and furnished by them and accompanied by personal data required by them.

Section 3.06 - Rule 85 Retirement

An Active Participant whose age in full years (not fractions thereof) plus Years of Credited Service totals 85 shall be considered to have reached Normal Retirement Age. Upon attainment of Normal Retirement Age, a Participant's accrued benefit shall be non-forfeitable.

A Participant's "Rule 85 Retirement Date" shall mean the first day of the month coincident with or next following the date that the Participant satisfies all requirements for a Rule 85 Retirement Benefit, including election to receive such benefits by submission of an application form to the Trustees on a form prescribed and furnished by them and accompanied by personal data as required by them.

Effective 8/1/2001 no further service credits will be accrued under this Section.

ARTICLE IV – RETIREMENT BENEFITS

Section 4.01 - Normal Retirement Benefit

An Active Participant or Disabled Participant who retires on or after his Normal Retirement Age shall be entitled to a monthly pension commencing on the first day of the month following his Normal Retirement Date in accordance with the schedule attached as Exhibit "A" as of the date the Participant last was credited with an Hour of Work.

An Inactive, Retired, or Disabled Participant shall have his benefits determined per the schedule attached as Exhibit "A" in effect as of the date the Participant last performed an Hour of Work. In the event an Inactive, Retired, or Disabled Participant returns to work and completes 20 post-break Years of Service as of the date of his retirement, his benefits shall be determined in accordance with the schedule attached as Exhibit "A" in effect as of the date the Participant last performed an Hour of Work.

Distribution of such benefit, in the absence of an earlier commencement date being elected by the Participant, shall commence no later than the first day of April following the calendar year in which the Participant reaches age 70½; provided, however, that a Participant who is not retired by the end of the calendar year in which he attains age 70½ (other than a five percent owner) may elect to delay commencement of benefit distributions until not later than April 1 of the calendar year following the calendar year in which the Participant retires.

Section 4.02 - Late Retirement Benefit

An Active Participant who retires subsequent to his Normal Retirement Date shall be entitled to a monthly pension calculated to be the greater of: (a) the Normal Retirement Benefit actuarially increased to reflect the later starting date, or (b) the Normal Retirement Benefit calculated with the increased contributions made on behalf of the Participant after he reached age 62. Notwithstanding, no late retirement benefit will be provided for any period during which a Participant retiring with a Deferred Vested Retirement has engaged in Plan Related Employment under Article VII after his/her Normal Retirement Date.

Distribution of such benefit, in the absence of an earlier commencement date being elected by the Participant, shall commence no later than the first day of April following the calendar year in which the Participant reaches age 70 ½; provided, however, that a Participant who is not retired by the end of the calendar year in which he attains age 70 ½ (other than a five percent owner) may elect to delay commencement of benefit distributions until not later than April 1 of the calendar year following the calendar year in which the Participant retires.

Section 4.03 - Early Retirement Benefit

For benefits earned before August 1, 2011, an Active Participant who retires early shall be entitled to a monthly pension, beginning on his Early Retirement Date, computed in the same manner as provided in Section 4.01 above, but reduced by .0833% for each complete full month that the Employee is under age 62 but over age 55 on his Early Retirement Date and reduced further by .1666% for each complete full month that the Employee is under age 55 but over age 53 on his Early Retirement Date. The Retired Participant may elect to postpone the commencement of his Early Retirement Benefit to a later date in which event the reduction will be computed as of the date the benefit commences but using the reduction factors in effect on the date that such Retired Participant last performed an Hour of Work.

For benefits earned on or after August 1, 2011, an Active Participant who retires early shall be entitled to a monthly pension, beginning on his Early Retirement Date, computed in the same manner as provided in Section 4.01 above, but reduced by two percent for each year that the Employee is under age 62, but over age 60 on his Early Retirement Date, and reduced further by four percent per year that the Employee is under age 60, but over age 58 on his Early Retirement Date, and reduced further by seven percent per year that the Employee is under age 58 but over age 55 on his Early Retirement Date. The Retired Participant may elect to postpone the commencement of his Early Retirement Benefit to a later date in which event the reduction will be computed as of the date the benefit commences but uses the reduction factors in effect on the date that such Retired Participant last performed an Hour of Work.

Section 4.04 - Disability Retirement Benefit

An Active Participant who retires on account of being Totally and Permanently Disabled, shall be entitled to a monthly pension commencing on his Disability Retirement Date computed in the same manner as provided in Section 4.01 above.

The monthly pension payable under this paragraph shall terminate if, prior to his Normal Retirement Age:

(a) The Participant returns to regular and substantially gainful occupation or employment, except for purposes of rehabilitation approved by the Board, or except as the Board shall find that such occupation or employment is of a type sponsored and operated by a public or private agency for the sole purpose of providing employment for physically handicapped persons;

(b) The Board determines on the basis of competent medical evidence that the Participant has sufficiently recovered to resume a regular and substantially gainful occupation or employment; or

(c) The Participant refuses to undergo a medical examination requested by the Board, provided that he may not be required to undergo a medical examination more often than semi-annually.

Beginning with the first day of the month following the Disabled Participant's attainment of Normal Retirement Age, the monthly benefit shall no longer be subject to termination for any of the foregoing reasons and shall continue as the Participant's Normal Retirement Benefit.

Section 4.05 - Deferred Vested Retirement Benefit

An Inactive Participant, eligible for a Deferred Vested Retirement Benefit whose employment is terminated (other than by reason of death) before being eligible for a Normal or Early Retirement Benefit shall be entitled to a monthly pension commencing on his Deferred Vested Retirement Date.

The benefit shall be computed as provided in Sections 4.01 or 4.03, whichever is applicable, using the benefit formula in effect per year of Credited Service at the time the Participant last was credited with an Hour of Work, with accruals earned on or after February 1, 2022, subject to full actuarial reduction from Normal Retirement Age. As applicable, Section 4.02 will apply to the computation of Deferred Vested Retirement Benefit.

Notwithstanding, the benefit an Inactive Participant who qualifies for a Deferred Vested Retirement Benefit because he had five or more Years of Service on or after August 1, 1977, but less than ten Years of Service before January 1, 1997 (and did not have one Hour of Service after 1/1/97), shall be computed by multiplying his/her accrued benefit by the following Vested Percentage:

Credited Service	Vested Percentage
5 years but less than 6 years	50%
6 years but less than 7 years	60%
7 years but less than 8 years	70%
8 years but less than 9 years	80%
9 years but less than 10 years	90%
10 years or more	100%

Section 4.06 - Rule 85 Retirement Benefit

An Active Participant who retires under Rule 85 Retirement shall be entitled to a monthly pension commencing on the first day of the month following his Rule 85 Retirement Date in accordance with the Schedule attached as Exhibit "A" as of the date the Participant was last credited with an

Hour of Work.

Distribution of such benefit in the absence of an earlier commencement date being elected by the Participant, shall commence no later than the first day of April following the calendar year in which the Participant reaches the age of 70 ½; provided, however, that a Participant who is not retired by the end of the calendar year in which he attains age 70 ½ (other than a five percent owner) may elect to delay commencement of benefit distributions until not later than April 1 of the calendar year following the calendar year in which the Participant retires.

ARTICLE V – FORM OF BENEFITS

Section 5.01 - Normal Form of Benefits

Whenever the applicable provisions of Articles III and IV call for monthly payments of Normal, Early, Disability or Vested Benefits, unless another form of benefit is payable in accordance with the provisions of Section 5.02 or 5.03 of this Article V, the benefit payable shall be paid in the form of a single life annuity providing for equal monthly installments throughout the remainder of such individual's lifetime, terminating with the payment received on the first day of the month in which his death occurs; but subject to the suspension or termination of said benefits by application of the provisions of Article VII.

Unless the Participant elects otherwise, distribution of benefits will begin no later than the 60th day after the latest of the close of the Plan Year in which:

(a) The Participant attains normal retirement age;

(b) Occurs the tenth anniversary of the year in which the Participant commenced participation in the Plan; or

(c) The Participant terminates Covered Service and becomes an Inactive Participant.

Section 5.02 - Qualified Joint and Survivor Form

If, at the time a Retired Participant's Early or Normal Retirement Benefits begin or an Inactive Participant's monthly Vested Benefits begin, he is married, his benefits automatically shall be paid in a 50% Qualified Joint and Survivor Form, unless the Participant waives such benefit and elects an optional form of benefit and his spouse consents in writing to his waiver in accordance with the provisions of this Section 5.02. Any such waiver and spousal consent must be on a form prescribed and furnished by the Trustees. The Participant's waiver of the 50% Qualified Joint and Survivor Form and the spouse's consent thereto must be executed within the 180 day period immediately prior to the date as of which monthly benefit payments are to begin.

The 50% Qualified Joint and Survivor Form shall provide the Participant with a reduced monthly benefit for his remaining lifetime with 50% of such reduced benefit for the remainder of her life to his Surviving Spouse, if any. The amounts payable hereunder shall be the Actuarial Equivalent of the Participant's accrued benefit based on the respective ages of the Participant and his spouse at the time benefit payments begin.

Any waiver of the 50% Qualified Joint and Survivor Form shall not be effective unless: (a) the Participant's spouse consents in writing to the election, (b) the election designates a specific alternate Beneficiary, including any class of Beneficiaries or any contingent Beneficiaries, which may not be changed without spousal consent (or the spouse expressly permits designations by the Participant without any further spousal consent), (c) the spouse's consent acknowledges the effect of the election, and (d) the spouse's consent is witnessed by an authorized Fund Representative or Notary Public. Additionally, a Participant's waiver of the 50% Qualified Joint and Survivor Form will not be effective unless the election designates a form of benefit payment which may not be changed without spousal consent (or the spouse expressly permits designations by the Participant without any further spousal consent). If it is established to the satisfaction of a Fund Representative that such written consent may not be obtained because there is no spouse or the spouse cannot be located, a waiver will be deemed a qualified election.

Any consent by a spouse obtained under this provision (or establishment that the consent of a spouse may not be obtained) shall be effective only with respect to such spouse. A consent that permits designations by the Participant without any requirement of further consent by such spouse must acknowledge that the spouse has the right to limit consent to a specific Beneficiary, and a specific form of benefit where applicable, and that the spouse voluntarily elects to relinquish either or both of such rights. A revocation of a prior waiver may be made by a Participant without the consent of the spouse at any time prior to the commencement of benefits. The number of revocations shall not be limited. No consent obtained under this provision shall be valid unless the Participant has received notice as provided in Section 5.04.

Once payments begin under the 50% Qualified Joint and Survivor Form, benefits thereunder shall only be paid to the Retired or Inactive Participant and/or his Surviving Spouse who was his spouse at the time payments began.

The Joint and Survivor Annuity requirements provided for in this Section shall apply only to Participants who are credited with an Hour of Work on or after August 23, 1984. Inactive Participants who are not credited with an Hour of Work on or after August 23, 1984 shall have the right to have Joint and Survivor Annuities provided to them in accordance with the terms of this Plan in effect prior to January 1, 1985 and in accordance with the provisions of Section 303(e)(1) of the Retirement Equity Act of 1984.

Pop-Up: A Participant who has elected a Joint and Survivor Annuity under this section 5.02, or a 100% or 75% Joint and Survivor Option under Section 5.03, and whose spouse dies subsequent to August 1, 1993, but within five years of the date of commencement of the Joint and Survivor Annuity, shall receive, commencing with the first day of the month coinciding with the next following the spouse's death, a single life annuity which is the Actuarial Equivalent of such Joint and Survivor Annuity.

Section 5.03 - Optional Forms of Benefits

Subject to the waiver and spousal consent provisions of Section 5.02 above and the election provisions of Section 5.04, in lieu of receiving monthly benefits pursuant to the provisions of Sections 5.01 or 5.02 of this Article, whichever is applicable, a Participant retiring under the

Normal or Early Retirement provisions of the Plan or an Inactive Participant whose monthly payments are to begin may, at the time of making application for benefits, elect to receive his benefits under one of the optional forms described below. A Disabled Participant receiving a Disability Benefit may also elect to receive his benefits under one of the optional forms described below at the time he attains age 62 and is to begin to receive his Normal Retirement Benefit. A Participant who elects optional form (a) or optional form (e) need not obtain spouse consent to the election. Any other optional form requires spousal consent as provided in Section 5.02. The benefits payable under any optional form shall be the Actuarial Equivalent of the normal form of benefits described in Section 5.01 of this Article:

(a) A 100% Joint and Survivor Option.
This form is the same as that described in Section 5.02 of this Article except that hereunder the percentage payable to the Surviving Spouse would be 100% of the Participant's reduced benefit.

(b) Social Security Adjustment Option.
Under this form, a Participant will receive an increased retirement income until age 62. Upon attaining age 62, the Participant receives a reduced retirement income. Payments under this option are calculated so that the pre-age 62 monthly payments approximate the post-age 62 monthly payment plus estimated Social Security payments for which the Participant will be eligible at age 62. This form of benefit may be elected by a Participant who elects to receive benefits as a single life annuity under Section 5.01, a 50% Qualified Joint and Survivor Annuity under Section 5.02, a 100% Joint and Survivor Annuity under Section 5.03(a), or a 75% Joint and Survivor Annuity under Section 5.03(e). To receive this benefit, a Participant must provide a Social Security Statement, dated within the preceding 12 months, from the Social Security Administration containing his/her estimated Social Security retirement benefits.

(c) Life-Ten Years Certain Option.
Under this form, a Participant may elect to receive a reduced monthly benefit for life with the provision that if his death should occur before he has received at least 120 such monthly payments, the same reduced monthly benefit shall be continued to his Beneficiary until a total of 120 monthly payments have been made from the Fund to a combination of the Deceased Participant and his Beneficiary.

(d) Life-Five Years Certain Option.
Under this form, a Participant may elect to receive a reduced monthly benefit for life with the provision that if his death should occur before he has received at least 60 such monthly payments, the same reduced monthly benefit shall be continued to his Beneficiary until a total of 60 monthly payments have been made from the Fund to a combination of the Deceased Participant and his Beneficiary.

(e) A 75% Joint and Survivor Option.
This form is the same as described in Section 5.02 of this Article except that hereunder the percentage payable to a Surviving Spouse would be 75% of the Participant's reduced benefit.

Section 5.04 - Election of Form of Payment

The following rules govern the election of form of payment:

(a) Time.

The foregoing options may be elected by a Participant within a period of at least 90 days (the "Election Period") immediately following the date which is 90 days after the date on which the Board furnishes the information required in Section (1) of subparagraph (b). The Election Period shall end prior to the commencement of benefits. If a Participant requests the additional information described in Section (2), of subparagraph (b) on or before the last day of the Election Period, then the Election Period shall be extended to the extent necessary to include the 90 day period immediately following the day the requested additional information is personally delivered or mailed to the Participant. Any date specified in this Plan for the commencement of benefits should be moved ahead in time if necessary, to be consistent with the preceding three sentences. Said election must be made in writing on forms provided by the Trustees and may be revoked or made again at any time during the Election Period.

(b) Information.

(1) The Trustees shall provide each Participant no less than 30 days and no more than 180 days prior to the date as of which monthly benefit payments are to commence a written explanation of: (A) the terms and conditions of 50% Qualified Joint and Survivor Form, (B) the Participant's right to make and the effect of an election to waive Qualified Joint and Survivor Form of benefit, (C) the rights of a Participant's spouse, (D) the right to make, and the effect of, a revocation of a previous election to waive the 50% Qualified Joint and Survivor Form, (E) the relative values of the various optional forms of benefits under the Plan, (F) a description of a Participant's right to defer a distribution, and (G) a description of the consequences of failing to defer receipt of a distribution. The explanation also shall notify the Participant of the availability of the additional information specified in subsection (2) of this subparagraph and how such information may be obtained. However, effective for distributions commencing on or after August 1, 2002, a Participant may elect to waive the requirement that such notice be provided at least 30 days prior to commencement of benefits provided benefits commence no sooner than eight days following the provision of such notice.

(2) On or before the last day of the Election Period and after the information described in Section (1) of this subparagraph has been provided to a Participant and within 60 days after he was provided with the information described in such Section, a Participant may request, in writing, that he be provided with the terms and conditions of the Joint and Survivor Annuity

and the financial effect upon that Participant's benefit of making any election under this paragraph. The Trustees shall provide such information to the Participant by personal delivery or by mail (first class, postage prepaid) within 30 days from the date the Participant's request is received. The Trustees need not comply with more than one such request by a particular Participant.

(c) In the case of a Participant who retired after August 1, 1976 and to whom the election provided for in this paragraph has not been made available, such Employee shall have such election made available to him (or his personal representative if he has died) to receive the balance of his benefits (properly adjusted, if applicable, for payments received prior to the exercise of such election) in the form of a Joint and Survivor Annuity. In such case the Election Period shall end no later than the 90th day after the information in (b)(1) of this paragraph is given to the Participant.

(d) An election under this Section other than an election to receive benefits under options (a) or (e) of Section 5.03, is subject to the waiver and spousal consent requirements of Section 5.02 and shall not be effective unless such requirements are satisfied.

(e) An individual receiving a Disability Retirement Benefit may elect a form of payment when he attains earliest retirement age. If he has not made a prior election, then upon attainment of Normal Retirement Age, his benefit will be paid pursuant to the terms of Section 5.02. If he dies prior to making an election, his/her benefits will be paid as a pre-retirement death benefit pursuant to the terms of Article VI.

Section 5.05 - Payment of Benefits

(a) General Rules.

(1) Effective Date.

The provisions of this Article will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.

(2) Precedence.

The requirements of this Article will take precedence over any inconsistent provisions of the Plan.

(3) Requirements of Treasury Regulations Incorporated.
All distributions required under this Section will be determined and made in accordance with the Treasury regulations under Section 401(a)(9) of the Internal Revenue Code.

(4) TEFRA Section 242(b)(2) Elections.

Notwithstanding the other provisions of this Section, other than subsection (a)(3), distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

(b) Time and Manner of Distribution.

(1) Required Beginning Date

The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.

(2) Death of Participant Before Distributions Begin

If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(A) If the Participant's Surviving Spouse is the Participant's sole Designated Beneficiary, then, distributions to the Surviving Spouse will begin by the later of: (a) December 31 of the calendar year immediately following the calendar year in which the Participant died, or (b) For participants (i) who turn (or would have turned) 70 ½ on or before December 31, 2019 (i.e. whose birthdate is on or before June 30, 1949), by December 31 of the calendar year in which the Participant would have attained age 70 ½ , (ii) who turn 70 ½ after December 31, 2019 (i.e. whose birthdate is on or after July 1, 1949), December 31 of the calendar year in which the Participant would have attained age 72.

(B) If the Participant's Surviving Spouse is not the Participant's sole Designated Beneficiary, then, distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died;

(C) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death; or

(D) If the Participant's Surviving Spouse is the Participant's sole Designated Beneficiary and the Surviving Spouse dies after the Participant but before distributions to the Surviving Spouse begin, this subsection (b)(2), other than subsection (b)(2)(A), will apply as if the Surviving Spouse were the Participant.

For purposes of this subsection (b)(2) and Section (e), distributions are considered to begin on the Participant's Required Beginning Date (or, if subsection (b)(2)(D) applies, the date distributions are required to begin to the surviving Spouse under subsection (b)(2)(D)). If annuity payments irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's Surviving Spouse before the date distributions are required to begin to the Surviving Spouse under subsection (b)(2)(A)), the date distributions are considered to begin is the date distributions actually commence.

(3) Form of Distribution

Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first Distribution Calendar Year distributions will be made in accordance with subsections (c), (d) and (e) of this Section. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury regulations. Any part of the Participant's interest which is in the form of an individual account described in Section 414(k) of the Code will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Code and the Treasury regulations that apply to individual accounts.

(c) Determination of Amount to be Distributed Each Year

(1) General Annuity Requirements

If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

(A) The annuity distributions will be paid in periodic payments made at intervals not longer than one year;

(B) The distribution period will be over a life or over a period certain not longer than the period described in subsections (d) or (e);

(C) Once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted; or

(D) Payments will either be non-increasing or increase only as follows:

(i) By an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;

(ii) To the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the Beneficiary whose life was being used to determine the distribution period described in subsection (d) dies or is no longer the Participant's Beneficiary pursuant to a qualified domestic relations order within the meaning of Section 414(p);

(iii) To provide cash refunds of employee contributions upon the Participant's death; or

(iv) To pay increased benefits that result from a Plan amendment.

(2) Amount Required to be Distributed by Required Beginning Date

The amount that must be distributed on or before the Participant's Required Beginning Date (or, if the Participant dies before distributions begin, the date distributions are required to begin under subsection (b)(2)(A) or (3)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually or annually. All of the Participant's benefit accruals as of the last day of the first Distribution Calendar Year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's Required Beginning Date.

(3) Additional Accruals After First Distribution Calendar Year

Any additional benefits accruing to the Participant in a calendar year after the first Distribution Calendar Year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(d) Requirements for Annuity Distributions That Commence During Participant's Lifetime

(1) Joint Life Annuities Where the Beneficiary Is Not the Participant's Spouse

If the Participant's interest is being distributed in the form of a Joint and Survivor Annuity for the joint lives of the Participant and a non-spouse Beneficiary, annuity payments to be made on or after the Participant's Required Beginning Date to the Designated Beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of Section 1.401(a)(9)-6 of the Treasury regulations. If the form of distribution combines a Joint and Survivor Annuity for the joint lives of the Participant and a non-spouse Beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the Designated Beneficiary after the expiration of the period certain.

(2) Period Certain Annuities

Unless the Participant's spouse is the sole Designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's spouse is the Participant's sole Designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this subsection (d)(2), or the joint life and last survivor expectancy of the Participant and the Participant's spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the calendar year that contains the annuity starting date.

(e) Requirements for Minimum Distributions Where Participant Dies Before Date Distributions Begin.

(1) Participant Survived by Designated Beneficiary

If the Participant dies before the date distribution of his interest begins and there is a Designated Beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in subsection (b)(2)(A) or (B), over the life of the Designated Beneficiary or over a period certain not exceeding:

(A) Unless the annuity starting date is before the first distribution calendar year, the Life Expectancy of the Designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

(B) If the annuity starting date is before the first distribution calendar year, the Life Expectancy of the Designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year that contains the annuity starting date.

(2) No Designated Beneficiary

If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) Death of Surviving Spouse Before Distributions to Surviving Spouse Begin

If the Participant dies before the date distribution of his interest begins, the Participant's Surviving Spouse is the Participant's sole Designated Beneficiary, and the Surviving Spouse dies before distributions to the Surviving Spouse begin, this subsection (e) will apply as if the Surviving Spouse were the Participant, except that the time by which distributions must begin will be determined without regard to subsection (b)(2)(A).

(f) Definitions

(1) Designated Beneficiary

The individual who is designated as the Beneficiary under the Plan and is the Designated Beneficiary under Section 401(a)(9) of the Internal Revenue Code and Section 1.401(a)(9)-1, Q&A-4, of the Treasury regulations.

(2) Distribution Calendar Year

A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin pursuant to subsection (b)(2).

(3) Life Expectancy

Life Expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.

(4) Required Beginning Date

For those who turn 70 ½ on or before December 31, 2019 (i.e. whose birthdate is on or before June 30, 1949): April 1 of the calendar year following the calendar year in which the Participant attains age 70½; provided, however, that a Participant who is not retired by the end of the calendar year in which he attains age 70 ½ (other than a five percent owner) may elect to delay commencement of benefit distributions until not later than April 1 of the calendar year following the calendar year in which the Participant retires.

For those who turn 70 ½ after December 31, 2019 (i.e. whose birthdate is on or after July 1, 1949): April 1 of the calendar year following the calendar year in which the Participant attains age 72; provided, however, that a Participant who is not retired by the end of the calendar year in which he attains age 72 (other than a five percent owner) may elect to delay commencement of benefit distributions until not later than April 1 of the calendar year following the calendar year in which the Participant retires.

(5) Pursuant to IRC Section 401(a)(9)(B)(i) upon the death of the Retired Participant, the remaining interest of his benefit shall be distributed at least as rapidly as under the method of distribution being used as of the date of the Retired Participant’s death.

Section 5.06 - Maximum Annual Benefit

Notwithstanding any other provision of this Plan, the maximum annual benefit payable to a Participant shall mean $160,000, automatically adjusted under Code Section 415(d), as published by the Internal Revenue Service, and payable in the form of a straight life annuity (with no ancillary benefits). The Maximum Benefit Limitation of Code Section 415(d) and Small Benefit Exception of Code Section 415(b)(4) are incorporated herein by reference. The defined benefit dollar limit is One Hundred Sixty Thousand Dollars ($160,000) per Code Section 415(b)(1)(A). The age-adjusted dollar limit under Code Section 415(b)(2)(C) and (D) will be administered

according to IRS Regulation 1.415(b)-1(a)(4) and the payment of benefits in other than a straight life annuity shall be adjusted pursuant to IRS Regulation 1.415(b)-1(c).

The otherwise permissible annual benefits or benefit accruals for any Participant under this Plan may be further reduced to the extent necessary to prevent disqualification of the Plan. The above limitations are intended to comply with the provisions of Code Section 415 so that the maximum benefits provided by Plans would not exceed the maximum amounts allowed under Code Section 415 and regulations thereunder. If there is any discrepancy between the provisions of this Section and the provisions of Code Section 415 and regulations thereunder, such discrepancy shall be resolved in such a way as to give full effect to the provisions of Section 415 of the Internal Revenue Code and the regulations issued thereunder.

Notwithstanding anything contained in this Section to the contrary, the limitations, adjustments, and other requirements prescribed in this Section shall at all times comply with the provisions of Code Section 415 and the Regulations thereunder, the terms of which are specifically incorporated herein by reference. Compensation, as used herein, shall have the same meaning defined in Section 415(c)(3) and 26 CFR §1.415-2(d)(1) of the regulations. The definition of compensation includes payments made by the later of 2½ months after severance from employment, if, absent a severance from employment, such payments would have been paid to the Employee while the Employee continued in employment with the Employer, and are regular compensation for services during the Employee's regular working hours, compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar compensation. To further clarify, this Section 5.06 shall be interpreted consistently with IRC 415's definition of compensation and any amendments and/or corresponding regulations thereto, including those made pursuant to the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART Act).

Section 5.07 - Service Credit With Respect to Qualified Military Service

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Internal Revenue Code. The cost of providing such contributions, benefits and service credit shall be considered a liability of the entire Trust Fund and shall not fall to any one Employer or group of Employers.

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code.

The following procedures shall be used to implement Section 414(u) of the Code:

- Notification. Prior to entering military service, a Participant is required to provide advance written or verbal notice to his employer unless giving such notice is precluded by military necessity or is otherwise impossible or unreasonable.

- Disclosure Requirement. Upon application for re-employment, a Participant shall be required to provide documentation to establish the timeliness of his application for re-employment (A copy of the Participant's discharge papers shall be sufficient).

- Crediting Military Service. To determine the number of hours to be credited for military service, the Board of Trustees shall review the Participant's work history during a period equal to at least two times the amount of time spent in military service.

- Allocation of Liability. Liability associated with the crediting of military service shall be added to all other Plan liabilities for a particular Plan year and funded in the same manner as any other Plan liability.

- Service and Discharge. Credit will be given under this section only if service is for no more than five years, unless extended at the government's request, and the Participant is discharged under honorable conditions.

A Participant will only be entitled to the benefits of this section if he returns to Covered Service under the collective bargaining agreement within the following time frames:

- for uniformed service of less than 31 days, by the next work day after the end of service plus eight hours, or as soon as possible after the end of the eight hour period if reporting earlier is impossible through no fault of the Participant;

- for service of more than 30 days but less than 181 days, within 14 days of completing the service, or the next full calendar day if returning earlier is impossible through no fault of the Participant; or

- for service of more than 180 days, within 90 days after completion of service.

Notwithstanding the foregoing, the beneficiary of a Participant on a leave of absence to perform military service with reemployment rights under Section 414(u) of the Internal Revenue Code shall be entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) that would be provided under the Plan had the Participant died as an Active Participant in accordance with Section 401(a)(37) of the Internal Revenue Code.

Section 5.08 - Beneficiary for Ten and Five Year Certain Options

Every single Participant or married Participant who has obtained spousal consent pursuant to Section 5.02, may designate any person to be his/her Beneficiary for the Ten and Five Year Certain Options. The Survivor Spouse shall be the Beneficiary in the event there is no proper waiver. If there is no Survivor Spouse, such benefits shall be paid to the person or persons in the first of the following categories:

(a) The Participant's surviving children in equal shares; or

(b) The Participant's estate.

No events, such are marriage, will automatically change the designated Beneficiary. Once a Participant properly designates a Beneficiary, that Beneficiary will continue to be the designated Beneficiary until changed in writing, on a form approved by the Trustees, by the Participant.

Section 5.09 - Distribution for Minor Beneficiary

In the event a distribution is to be made to a minor, then the Administrator may, in the Administrator's sole discretion, direct that such distribution be paid to the legal guardian, or if none, to a parent of such Beneficiary with whom the Beneficiary maintains his residence, or to the custodian for such Beneficiary under the Uniform Gift to Minors Act or Gift to Minors Act, if such is permitted by the laws of the state in which said Beneficiary resides. Such a payment to the legal guardian or parent of a minor Beneficiary shall fully discharge the Trustee, Employer and Plan from further liability on account thereof.

Section 5.10 - Effect of Social Security Act

Benefits being paid to a Participant or Beneficiary may not be decreased by reason of any post-separation Social Security benefit increases or by the increase of the Social Security wage base under Title II of the Social Security Act. Benefits to which an Inactive Participant has a vested interest may not be decreased by reason of any increase in a benefit level or wage base under Title II of the Social Security Act.

Section 5.11 - Limitations on Benefits

All rights and benefits, including elections, provided to a Participant in this Plan shall be subject to the rights afforded to any Alternate Payee under a “Qualified Domestic Relations Order” as those terms are defined in Code Section 414(p).

ARTICLE VI – DEATH BENEFITS

Section 6.01 - Death After Normal Retirement Age

In the event of a Participant's death after his Normal Retirement Age and before his actual retirement, such Participant shall be deemed to have retired on the date of his death. If such Participant was married for at least one year as of the date of his death, and is survived by his spouse, his Surviving Spouse shall be entitled to receive the 50% Surviving Spouse's survivor benefit pursuant to the provisions of Section 5.02 calculated as if the deceased Participant had retired on the date of his death. Such benefits will begin as of the first day of the month coincident with or next following the date of death of the Deceased Participant, but no monthly payments shall actually be made until approved by the Trustees after an application is submitted to them by or on behalf of the Surviving Spouse on a form prescribed and furnished by them accompanied by personal data required by them.

Section 6.02 - Death Before Normal Retirement Date

Unless otherwise elected, a Deferred Surviving Spouse's Benefit shall be payable to a Participant's Surviving Spouse in monthly installments beginning, unless the Surviving Spouse elects a later date, as of the first day as of which the Deceased Participant could have first started to receive Normal or Early Retirement Benefits or Deferred Vested Benefits had he lived based on his Years of Service for benefit accrual purposes as of the date of his death. Such monthly benefit shall be payable for life under the provisions of the 50% Qualified Joint and Survivor Form described in Section 5.02 computed as if the Deceased Participant had lived to the first date as of which he could have commenced receiving Normal or Early Retirement Benefits or Deferred Vested Benefits, applied therefore and received such benefits as of such date under said Form and died immediately thereafter. Such computation shall be based on the age the Deceased Participant would have been when benefits would first have become payable and the age the Surviving Spouse is as of such date.

Section 6.03 – Beneficiary

The Designated Beneficiary of any vested single Participant who dies prior to his annuity starting date, shall receive a death benefit equal to Five Thousand Dollars ($5,000.00) for each Year of Service for benefit accrual purposes, payable in a lump sum. This benefit is the sole benefit payable under the Plan in the event a single Participant dies prior to his annuity starting date. Every single Participant may designate any person to be his/her Beneficiary on a form approved by the Trustees, and such person shall remain the designated Beneficiary until changed in writing by the Participant on a form approved by the Trustees. In the event there is no designation, this benefit shall be paid to the person or persons in the first of the following categories:

(a) The Participant’s surviving children in equal shares; or

(b) The Participant’s estate.

ARTICLE VII – SUSPENSION OF RETIREMENT BENEFITS

Section 7.01 - Suspension of Retirement Benefits

(a) General Rule: The Normal Retirement Benefit, the Late Retirement Benefit, or the Early Retirement Benefit shall be suspended, if an Employee who is receiving any such benefit under this Plan returns to active service or employment, or continues in active service or employment past normal retirement age, prior to reaching age 70 ½ with any employer in the same industry engaged in by employers maintaining the Plan, the same trade or craft in which he was working before he began receiving such benefits in the State of Michigan (for benefits accrued prior to April 1, 2001, the Counties of Genesee, Shiawassee, and Lapeer) for a period of at least eight days or 40 hours in any one month (“Plan Related Employment”). The Trustees shall have sole and complete discretion to determine whether work falls within the definition of “Plan Related Employment” and their decision shall be

binding upon any Retired Participant or any other interested party. The terms of Section 7.01 shall otherwise be interpreted consistently with 29 CFR 2530.203-3.

(b) For All Retired Participants Whose Benefits Are Suspended

(1) When Benefits are Suspended: Benefits shall be suspended for any calendar month in which the Retired Participant returns to or continues in Plan Related Employment. Such suspension shall continue until the Retired Participant notifies the Trustees in writing that he has stopped working in Plan Related Employment. Thereafter, payments of benefits shall resume not later than the first day of the third calendar month after the calendar month in which the Retired Participant ceases such employment or the first day of the calendar month after receipt of the Retired Participant's written notice to the Trustees, whichever is later. The initial payment to the Retired Participant upon resumption shall include the payment scheduled to occur in the calendar month in which such payments resume plus amounts withheld during the period between the cessation of Plan Related Employment and the date of resumption of payments, less any amount which are subject to offset or deduction.

(2) Offset: Deductions shall be made from the resumed benefits payment for any payments previously made by the Plan during those calendar months in which the Retired Participant was employed in Plan Related Employment. Any such deduction or offset shall not exceed in any month 25% percent of that month's total benefit payment which would have been due but for the offset, except that deduction or offset may be made without limitation as to any initial resumption payment which is due to be made to Retired Participant no later than the first day of the third calendar month after the Retired Participant ceased Plan Related Employment. Any such offsets or deductions shall also be made to any benefit payments to the Beneficiary of a Retired Participant in the event the Retired Participant dies before the total amount subject to offset has been recovered.

(3) Verification and Determination of Status: Every Retired Participant who is receiving Retirement Benefits and every Participant who would be eligible to receive retirement Benefits but for his reemployment or continued employment who engages in any employment described in this Section, shall promptly notify the Trustees in writing of such employment or reemployment and shall provide the Trustees will all reasonable information and assistance for the purpose of verifying such employment.

A Retired Participant may request an advance determination from the Trustees as to whether any specific contemplated employment will be regarded as Plan Related Employment for purposes of this Section. Requests for such advance determinations may be considered in accordance with the claims procedure adopted by the Trustees and shall be submitted on such forms as may be required by the Trustees.

(4) Presumptions: If the Trustees become aware that a Retired Participant is working in employment which would constitute Plan Related Employment and if the Retired Participant has not complied with the Plan's reporting requirements as to such employment, the Trustees may, unless it is unreasonable to do under the circumstances, act upon a rebuttable presumption that such employment constitutes Plan Related Employment and suspend payment of benefits to such Retired Participant. Such suspension shall commence with the next regularly scheduled payment of benefits after the Trustees become aware of the employment which would constitute Plan Related Employment.

In addition, if the Trustees become aware that a Retired Participant is working in employment at a construction site which would constitute Plan Related Employment and if the Retired Participant has not complied with the Plan's reporting requirements as to such employment, the Trustees may, unless it is unreasonable to do so under the circumstances, act on the basis of a rebuttable presumption that the Retired Participant engaged in such employment for so long as the employer of the Retired Participant performed work at the construction site at which the Retired Participant is working.

(5) Notification: The Trustees shall notify each Retired Participant whose benefit payments are suspended pursuant to this Section of such suspension in writing, by personal delivery or first class mail, during the first calendar month in which suspension takes place. Such notification shall contain the following information:

(A) A description of the specific reasons why benefit payments are being suspended;

(B) A general description of the Plan provisions relating to the suspension of benefits;

(C) A copy of such Plan provisions;

(D) A statement referring to the applicable Department of Labor regulations concerning suspension of benefits;

(E) An explanation of the Plan's procedures for affording a review of a Retired Participant's suspension of benefits;

(F) An explanation of the requirements to file a notice of termination of Plan Related Employment in order to resume benefit payments, including procedures and forms related to such notice; and

(G) If offset is applicable, an explanation of the offset procedures, identifying specifically the periods of employment in Plan Related Employment, the suspendible amounts which are subject to offset and the manner in which the Plan intends to offset such suspendible amounts.

(6) In their sole discretion the Trustees may waive, in whole or in part, the forfeiture aspect of these provisions provided any such waiver applies equally to similarly situated Retired Participants.

(c) **Recomputation of Benefit Upon Termination of Plan Related Employment**

(1) On termination of Plan Related Employment (Subsequent Retirement Date) and proper notice of same to the Trustees, the pension benefit of the Retired Participant shall be recomputed based on any additional Credited Service.

(2) The recomputed benefit shall be the greater of:

(A) The original pension benefit; or

(B) The pension benefit calculated as of his Subsequent Retirement Date, reduced by the actuarial equivalent of pension payments received prior to Normal Retirement Age. The actuarial equivalent is determined by dividing the amount pension payments received by the Retired Participant prior to Normal Retirement Age by the factor appropriate to his age upon his subsequent retirement.

Such benefit will be recalculated in accordance with Proposed Treasury Regulation section 1.411(b)-2(b)(4)(ii).

(3) For those whose original pension benefit commenced on or after Normal Retirement Age, the recomputed benefit shall be paid in the same optional form of benefit as the original pension benefit. If such optional form of benefit is a 5 or 10 year certain, the period over which such payments are made will not be changed from that calculated at the original retirement date. For purposes of calculating actuarial adjustments, ages at the Subsequent Retirement Date shall be used to calculate additional accruals, if any, for Year of Services earned during the period of Plan Related Employment. For purposes of the pop-up provision of section 5.02, the five-year period shall continue to be measured from the original retirement date.

(4) For those whose original pension benefit commenced before normal retirement age, the accrual date for additional accruals only shall be the date the recomputed benefit is payable. The recomputed benefit shall be paid in the Normal Form of Benefit or other optional form of benefit in effect immediately prior to a suspension of benefits, however the Retired Participant may elect a new form of benefit for the additional accruals only.

ARTICLE VIII – CONTRIBUTIONS – FUNDING

Section 8.01 - Employer Contributions

The following rules govern Employer contributions:

(a) All contributions to the Fund shall be made only by Employers on behalf of Employees on whose behalf such contributions are required by an applicable written agreement, or by the Union or its affiliates or by Trustees, agencies, etc., as defined in their respective capacity as an Employer. Contributions by an individual proprietor or partner on himself shall not be permitted under the Plan.

(b) The Employers shall contribute such amounts from time to time which are required under the terms of Collective Bargaining Agreements between the Union and the Employers. Such amounts shall be determined after consulting with the actuaries so that they will be sufficient to provide the benefits under this Plan and maintain the Plan as a qualified pension plan meeting the minimum funding requirements of the Internal Revenue Code. The obligation to make such contributions is subject to amendment and termination rights and the right to modify, suspend or discontinue contributions hereunder. Forfeitures occurring under the Plan shall not be used to increase benefits. Monthly payments shall be made by the Employer to the Fund on or before the tenth day of the month following the month the payments cover. Delinquent Employers shall be liable for all costs incurred by the Plan in the collection of delinquent contributions including, but not limited to, actual reasonable attorney fees and court costs. Late payments or delinquent amounts due shall be subject to late payment assessments or audit assessments as prescribed by the Rules, Policies and Procedures of the Board.

Section 8.02 - Funding

The Board shall establish and maintain a Trust Fund as a part of this Plan into which contributions shall be paid and from which all benefits shall be disbursed. Such Trust Fund shall be established for the exclusive benefit of the Employees and their Beneficiaries for the purpose of providing the benefits under this Plan. Notwithstanding any other provision of this Plan or the Trust Agreement to the contrary, it shall be impossible at any time before the satisfaction of all liabilities to Employees and their Beneficiaries under this Plan for any part of the corpus or income of the Trust Fund to be used for or diverted to, purposes other than exclusively providing the benefits under the Plan to Employees and their Beneficiaries.

Section 8.03 - Audit

Each Employer shall promptly furnish to the Board on request any and all records concerning the classification of his Employees, their names, Social Security numbers, amounts of wages paid and hours worked and any other payroll records and information that the Board may require in connection with the administration of the Pension Fund and for no other purpose. Each Employer shall also submit in writing to the Board, at such regular periodic intervals and in such form as the Board may establish, such of the above data as may be requested by the Board. The Board, or their authorized representatives, may examine the payroll books and records of each Employer whenever such examination is deemed necessary or advisable by the Board in connection with the proper administration of the Trust. The Union shall promptly furnish to the Board upon request any and all information concerning their participating members which the Board may require in connection with the Trust Fund or Pension Plan and for no other purpose.

In the event the Employer neglects or refuses to permit the Board or their authorized representative to examine payroll books and records and it becomes necessary for the Board to enforce this provision, the Employer shall be obligated to pay all costs incurred by the Board, including, but not limited to, court costs, actual attorney fees incurred and other expenses of litigation, together with the costs of the audit or investigation.

Section 8.04 - No Reversion of Contributions

No Employer shall have any right, title or interest in the contributions owed to the Fund, or made by it to the Fund and no part of the Fund shall revert to any such Employer except in the case of an error in the submission of such contributions and then only as may be permitted by ERISA.

Section 8.05 - Outstanding Payments

If any benefit payment approved by the Trustees or required to be distributed under the Plan remains unclaimed for a period of two years, such benefit payment will revert to and become the property of the Fund. However, if a claim is made by a Participant or Beneficiary for an unclaimed benefit to which he/she is entitled under the terms of this Plan after the two-year period, then such benefit shall be reinstated by the Trustees. The Fund shall comply with any procedure or requirement to locate a Participant or Beneficiary applicable to the Plan as required under law.

In the event any other payment issued by the Fund, for any reason, has not been redeemed by the payee for a period 24 months, or such lesser time set forth on the payment issued by the Fund, such payment is void and reverts to the Plan as a plan asset.

Section 8.06 - Overpayments

The Fund has the right to recover from any Participant, Retiree, Spouse, Surviving Spouse, Beneficiary, or other payee any amounts paid by the Fund which were not properly owing under the terms of the Plan, whether such amounts were paid by mistake, fraud, or any other reason. The Fund has the right to pursue the payee (including the Participant/Retiree and his/her Spouse jointly and severally), for the full amount due and owing under this provision. At the Fund's sole option, it may enforce this provision by offsetting future benefits, or crediting Contributions received against the debt owed the Fund under this provision, until the amount owed has been recovered.

Section 8.07 - Rights Limited to Those Rights Granted by Plan

No Participant, Inactive Participant, Former Participant, Retiree, Beneficiary, or any person claiming by or through any such person, shall have any right, interest or title to any benefits under the Trust Agreement, the Plan, or the Fund, except as such right, interest or title shall have been specifically granted pursuant to the terms of the Plan or Fund.

Section 8.08 - Reciprocal Agreements

For the purposes of ensuring, so far as possible, continuous coverage of Employees who may move from area to area, the Trustees are authorized to enter into agreements which they deem necessary or expedient with Trustees of other pension funds for the purpose of establishing portability on a reciprocal basis.

Participants who have contributions transferred to the Fund pursuant to reciprocity agreements shall be credited to one Hour of Work for vesting purpose for each contribution hour transferred to the Fund. Notwithstanding the foregoing, a Participant's credit for benefit accrual purposes with respect to any contribution hours transferred shall be the product of: (a) the number of contribution hours transferred, and (b) a fraction, the numerator of which is the dollar value of such contribution hour transferred and the denominator of which is the current hourly dollar amount of required Employer contributions to the Fund for Journeyman at the time the transferred contribution hour was earned by such Participant.

Section 8.09 - Employer Withdrawal

The Trustees have adopted Withdrawal Liability Procedures which govern the assessment and collection of withdrawal liability, and such procedures are incorporated by reference.

ARTICLE IX – ROLLOVER DISTRIBUTIONS

Section 9.01 - Effective Date

This Article applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Article, a Distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

Section 9.02 - Definitions

(a) **Eligible Rollover Distribution**

An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or Life Expectancy) of the Distributee or the joint lives (or joint Life Expectancies) of the Distributee and the Distributee's Designated Beneficiary, or for a specified period often ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to Employer securities).

If, with respect to any portion of a distribution of a deceased Employee from this Plan, a direct Trustee-to-Trustee transfer is made to an individual retirement plan described in Code Section 402(c)(8)(B)(i) or (ii) that was established for the purposes of receiving the distribution on behalf of an individual who is a Designated Beneficiary of the Employee and who is not the Surviving Spouse of the Employee, then the transfer shall be treated as an Eligible Rollover Distribution.

(b) Eligible Retirement Plan

An Eligible Retirement Plan is an individual retirement account described in Section 408(a) of the Code, an Individual Retirement Annuity described in Section 408(b) of the Code, an Annuity Plan described in Section 403(a) of the Code or a Qualified Trust described in Section 401(a) of the Code, that accepts the Distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the Surviving Spouse, an Eligible Retirement Plan is an Individual Retirement Account or Individual Retirement Annuity.

Effective for distributions made after December 31, 2001, an Eligible Retirement Plan shall also mean an annuity contract described in Section 403(b) of the Code and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a Surviving Spouse, or to a spouse or former spouse who is the Alternate Payee under a Qualified Domestic Relation Order, as defined in Section 414(p) of the Code.

Effective for distributions made on or after August 1, 2008, an Eligible Retirement Plan also includes a Roth IRA.

For a designated nonspouse beneficiary, an eligible retirement plan is an inherited IRA under Section 408(d)(3)(C) of the Code.

(c) Distributee

A Distributee includes an Employee or Former Employee. In addition, the Employees or Former Employee's Surviving Spouse and the Employee's or Former Employees spouse or former spouse who is the Alternate Payee under a Qualified Domestic Relations Order, as defined in Section 414(p) of the Code, are Distributees with regard to the interest of the spouse or former spouse. The term "Distributee" shall also include a designated nonspouse Beneficiary of an Employee or former Employee.

(d) Direct Rollover

A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

ARTICLE X – CLAIM AND APPEAL PROCEDURES

Section 10.01 - Claims Procedure

The following rules apply to claims:

(a) Timing of Notice of Denial of Claims Other Than Disability Claims

If a claim, except for a claim for disability benefits, is wholly or partially denied, the Plan Administrator shall notify the claimant, in accordance with subsection (d) of this Section, of the Plan's adverse benefit determination within a reasonable period of time, but not later than 90 days after receipt of the claim by the Plan, unless the Plan Administrator determines that special circumstances require an extension of time for processing the claim. If the Plan Administrator determines that an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 90 day period. In no event shall such extension exceed a period of 90 days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the plan expects to render the benefit determination.

(b) Timing of Notice of Denial of Disability Claims

A claim for disability benefits includes an initial claim for disability benefit or any recission of coverage of a disability benefit.

In the case of an adverse benefit determination concerning disability benefits, the Plan Administrator shall notify the claimant, in accordance with subsection (d) of this Section, of the Plan's adverse benefit determination within a reasonable period of time, but not later than 45 days after receipt of the claim by the Plan. This period may be extended by the Plan for up to 30 days, provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the claimant, prior to the expiration of the initial 45 day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If, prior to the end of the first 30 day extension period, the Administrator determines that, due to matters beyond the control of the Plan, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided that the Plan Administrator notifies the claimant, prior to the expiration of the first 30 day extension period, of the circumstances requiring the extension and the date as of which the Plan expects to render a decision. In the case of any extension under this paragraph, the notice of extension shall specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and the claimant shall be afforded at least 45 days within which to provide the specified information.

(c) Calculation of Time

The period of time within which a benefit determination is required to be made shall begin at the time a claim is filed in accordance with the reasonable procedures of a plan, without regard to whether all the information necessary to make a benefit determination accompanies the filing.

(d) Content of Notice

The Plan Administrator shall provide a claimant with written or electronic notification of any adverse benefit determination. Any electronic notification shall comply with the standards imposed by 29 CFR §2520.104b-1(c)(1)(i), and (iv).

Before the Plan can issue a notice of benefit determination based on new or additional evidence, the Fund must provide the Claimant, free of charge, with any new or additional evidence considered, relied upon, or generated by the Plan (or at the direction of the Plan) in connection with the claim; such evidence must be provided as soon as possible and sufficiently in advance of the date on which the notice of benefit determination is required to be provided to give the Claimant a reasonable opportunity to respond prior to that date.

Before the Plan can issue a notice of benefit determination based on a new or additional rationale, the Claimant must be provided, free of charge, with the rationale. The rationale must be provided as soon as possible and sufficiently in advance of the date on which the notice of benefit determination is required to be provided to give the claimant a reasonable opportunity to respond prior to that date.

The notification shall set forth, in a manner calculated to be understood by the claimant:

(1) The specific reason or reasons for the adverse determination;

(2) Reference to the specific Plan provisions on which the determination is based;

(3) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary;

(4) A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review; and

(5) If an internal rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination, either the specific rule,

guideline, protocol or other similar criterion; or a statement that such a rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol or other criterion will be provided free of charge to the claimant upon request; or, if applicable a statement that such rule, guideline, protocol or other criterion does not exist;

(6) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

With respect to an adverse benefit determination regarding disability benefits, the determination must also include the following:
In addition to the above, a notice of decision on appeal pertaining to a claim for disability benefits will include the following:

(1) An explanation of the basis for disagreeing with any of the following:

(i) The health care professionals that treated the Claimant;
(ii) The advice of the health professional obtained by the Plan; or
(iii) A disability determination from the Social Security Administration.

(2) A statement that the Claimant is entitled to receive, free of charge and upon request, reasonable access to copies of all documents, records, and other information relevant to the Claimant’s claim for benefits.

(3) If the denial was based on medical necessity or experimental treatment, the denial must include either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claim or statement or a statement that such explanation will be provided free of charge upon request.

(4) The denial must be in a culturally and linguistically appropriate manner.

Section 10.02 - Appeals Procedure

The following rules apply to claims:

(a) The claimant shall have 60 days (180 days for appeals involving disability benefits) following receipt of a notification of an adverse benefit determination within which to appeal the determination;

(b) The claimant shall have the opportunity to submit written comments, documents, records and other information relating to the claim for benefits;

(c) The claimant shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant, as that term is defined at 29 CFR §2560.503-1(m)(8), to the claimant's claim for benefits;

(d) The review on appeal shall take into account all comments, documents, records and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination;

(e) The Trustees shall make a benefit determination no later than the date of the meeting of the Trustees that immediately follows the Plan's receipt of a request for review, unless the request for review is filed within 30 days preceding the date of such meeting. In such case, a benefit determination may be made by no later than the date of the second meeting following the Plan's receipt of the request for review. If special circumstances (such as the need to hold a hearing) require a further extension of time for processing, a benefit determination shall be rendered not later than the third meeting of the Trustees following the Plan's receipt of the request for review. If such an extension of time for review is required because of special circumstances, the Plan Administrator shall provide the claimant with written notice of the extension, describing the special circumstances and the date as of which the benefit determination will be made, prior to the commencement of the extension. The Plan Administrator shall notify the claimant, in accordance with subsection (i) of this Section, of the benefit determination as soon as possible, but not later than five days after the benefit determination is made;

(f) The period of time within which a benefit determination on review is required to be made shall begin at the time an appeal is filed in accordance with the reasonable procedures of a Plan, without regard to whether all the information necessary to make a benefit determination on review accompanies the filing. In the event that a period of time is extended as permitted pursuant to subsection (f) of this Section due to a claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination on review shall be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information; and

(g) Before the Fund can issue a notice of decision on appeal with respect to disability benefits based on new or additional evidence the Fund must provide the Claimant free of charge, with an new or additional evidence considered, relied upon, or generated by the Fund (or at the direction of the Fund)in connection with the claim; such evidence must be provided as soon as possible and sufficiently in advance of the date on which the notice of decision on appeal is required to be provided to give the Claimant a reasonable opportunity to respond prior to that date;

(h) Before the Fund can a notice of decision on appeal with respect to disability benefits based on a new or additional rationale, the Claimant must be provided, free of charge, with the rationale. The rationale must be provided as soon as possible and sufficient in advance of the date on which the notice of decision on appeal is required to be provided to give the claimant a reasonable opportunity to respond prior to that date; and

(i) The Plan Administrator shall provide a claimant with written or electronic notification of a Plan's benefit determination on review. Any electronic notification shall comply with appropriate regulations. In the case of an adverse benefit determination, the notification shall set forth, in a manner calculated to be understood by the claimant;

(1) The specific reason or reasons for the adverse determination;

(2) Reference to the specific Plan provisions on which the benefit determination is based;

(3) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of all documents, records and other information relevant, as that term is defined at 29 CFR §2560.503- 1(m)(8), to the claimant's claim for benefits;

(4) A statement of the claimant's right to bring an action under Section 502(a) of ERISA;

(5) A statement describing any contractual limitation period that applies to the Claimant's right to bring an action under ERISA 502(a)and the calendar date on which such contractual limitations expires;

(6) If an internal rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol or other similar criterion; or a statement that such rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol or other similar criterion will be provided free of charge to the claimant upon request; or, if applicable, a statement that such rules or guidelines do not exist; or

(7) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request; and

(8) The following statement: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find

out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

In addition to the above, a notice of decision on appeal pertaining to a claim for disability benefits will include the following:

(1) An explanation of the basis for disagreeing with any of the following:

i. The health care professionals that treated the Claimant;
ii. The advice of the health professional obtained by the Plan; or
iii. A disability determination from the Social Security Administration.

(2) The benefit denial must be in a culturally and linguistically appropriate manner.

Section 10.03 - Discretion of Trustees

The Trustees have full discretionary authority to determine eligibility for benefits, interpret Plan documents, and determine the amount of benefits due. Their decision, if not in conflict with any applicable law or government regulation, shall be final and conclusive.

Section 10.04 - Timely Submission of Appeals

All appeals must be timely submitted. A Participant or dependent who does not timely submit an appeal waives his/her right to have the benefit denial further reviewed by the Fund or in a court of law.

Effective March 1, 2020, the Plan will implement the Extension of Certain Timeframes for Employee Benefit Plans, Participants, and Beneficiaries Affected by the COVID-19 Outbreak, set forth at 85 FR 26351 (May 4, 2020), as follows:

The Plan will disregard the period from March 1, 2020, until the earlier of: (1) 1 year from the date a Participant or Beneficiary becomes eligible for an extended deadline or (2):60 days after the announced end of the National Emergency or such other date announced by the applicable federal agency (the "Outbreak Period") for all participants and dependents in determining the following periods and dates:

Relating to claims submission and the claims and appeal procedures under Article 10:

a. The date within which individuals may file a benefit claim, and
b. The date within which claimants may file an appeal of an adverse benefit determination.

Section 10.05 - Limitation of Actions

No action may be brought to recover benefits allegedly due under the terms of the Plan more than 180 days following the Notice of Decision on Appeal.

Section 10.06 - Facility of Payment

In the event that the Board determines that a payee is mentally or physically unable to give valid receipt for any benefit due to him under the Plan, such payment may, unless claim shall have been made therefore by a legally appointed guardian, or other legal representative, (by power of attorney or otherwise) be paid to any person or institution then in the judgment of the Board providing for the care and maintenance of such payee. Any such payment shall be a payment for the account of the person involved and shall be a complete discharge of any liability of the Plan or the Board therefore.

Section 10.07 – Failure to Follow Claims Procedures

If the Plan fails to follow claims procedures with respect to any claim for benefits, the Claimant is deemed to have exhausted administrative remedies and is entitled to pursue all remedies under ERISA 502(a)on the basis that the plan has failed to provide a reasonable claims procedure that would yield a decision on the merits.

In addition to the above, if the plan fails to strictly adhere to all procedures with respect to a claim for disability benefits and the claimant chooses to pursue remedies under section ERISA §502(a), the claim is deemed denied on review without the exercise of discretion by the Trustees.

Notwithstanding the above, the internal claims and appeals process will not be deemed exhausted based on de minimis violations that do not cause, and are not likely to cause, prejudice or harm to the Claimant so long as the Plan demonstrates that the violation was for good cause or due to matters beyond the control of the Plan and that the violation occurred in the context of an ongoing, good faith exchange of information between the Plan and the Claimant.

The Claimant may request a written explanation of the violation from the Plan, and the Plan must provide such explanation within 10 days, including a specific description of its bases, if any, for asserting that the violation should not cause the internal claims and appeals process to be deemed exhausted.

If an external reviewer or a court rejects the Claimant's request for immediate review on the basis that the Plan met the standards for the exception to the deemed exhaustion rule, the Claimant has the right to resubmit and pursue the internal appeal of the claim. In such a case, within a reasonable time after the external reviewer or court rejects the claim for immediate review (not to exceed ten days), the Plan shall provide the Claimant with the notice of the opportunity to resubmit and pursue the internal appeal of the claim. Time periods for re-filing the claim shall begin to run upon Claimant's receipt of such notice.

Section 10.08 – Avoiding Conflicts of Interest

The Fund must ensure that all claims and appeals are adjudicated in a manner designed to ensure the independence and impartiality of the persons involved in making the decision. Accordingly, decisions regarding hiring compensation, termination, promotion or other similar matters with respect to an individual such as a claims adjudicator or medical expert) must not be made based upon the likelihood that the individual will support the denial of benefits.

ARTICLE XI – NON-ALIENATION OF BENEFITS

Section 11.01 - Non-Alienation of Benefits

Except as may be required to comply with Qualified Domestic Relations Orders under the provisions of the Retirement Equity Act of 1984, no benefit payable under this Plan shall be subject in any manner, to alienation, sale, transfer, assignment, pledge or encumbrance. Any attempt to alienate, sell, transfer, assign, pledge or otherwise encumber, shall be void. Neither the Pension Fund nor any pension benefit shall in any manner be liable for or subject to the debts or liabilities of any Employee entitled to any pension benefit or of any Beneficiary.

Should a copy of a Domestic Relations Order be filed with the Trustees, the Trustees shall take reasonable actions to determine whether such an Order is "qualified" as described in the Retirement Equity Act of 1984 and the regulations issued thereunder. Once such a determination is made, the Trustees shall notify the Participant and the alternate payees of such determination and, if such Order is qualified, honor same in determining the rights of the Participant, and such alternate payees to benefits under the Plan.

All such payments pursuant to Qualified Domestic Relations Orders shall be subject to reasonable rules and regulations promulgated by the Trustees; provided that such rules and regulations are not contrary with Section 414(p).

Section 11.02 - Plan Procedures for Domestic Relations Orders

The Plan shall establish reasonable procedures to determine the qualified status of domestic relations orders and to administer distributions under such qualified orders.

ARTICLE XII – AMENDMENT/TERMINATION/MERGER

Section 12.01 - Amendment

No amendment to the Plan (including a change in the actuarial basis for determining optional or Early Retirement Benefits) shall be effective to the extent that it has the effect of decreasing a Participant's accrued benefit, except to the extent allowed by law.

Section 12.02 - Termination

Pursuant to the terms of the Trust, the Plan may be terminated by the Union and Association.

If the Plan is terminated, the Trustees will direct the Plan's actuary to determine if the assets of the Plan are sufficient to satisfy all Plan liabilities, including Plan benefits and all Plan expenses and charges such as fees and retainers of the Plan's actuary, accountant, administrator, counsel, funding agent and other specialists. The Plan will be terminated as required by law, Section 12.03, below, and pursuant to the terms of the Trust. Notwithstanding any term of this Plan to the contrary, this Plan can be amended for any purpose allowed bv law.

Section 12.03 - Procedures in Event of Termination

In the event of Plan termination, the Trustees shall:

(a) Make provision out of the Pension Fund for the payment of any and all obligations to the Plan and Trust; including expenses incurred up to the date of termination of the Plan and the expenses incidental to such termination;

(b) Arrange for a final audit and report of their transactions and accounts, for the purpose of termination of their Trusteeship;

(c) Give any notice and prepare and file any report which may be required by law; and

(d) Apply any remaining surplus in such manner as will best effectuate the purposes of the Trust.

No Employer shall have the right, title or interest in the Pension Fund, or amounts due the Pension Fund, and no part of the Fund shall revert to any such Employer except if, after satisfying all the liabilities of the Plan arising out of the termination of the Plan, there remain any a sets in the Trust Fund, such assets shall be considered to result from variations between actual requirements and expected actuarial requirements and shall be returned to the Employers on the basis of their share of total contributions.

Section 12.04 - Merger or Consolidation of Plan

Any merger or consolidation of the Plan with another qualified Plan, or transfer of Plan assets or liabilities to any other Plan, shall be effected in accordance with Section 4231 of ERISA such that no Participant's or Beneficiary's accrued benefit will be lower immediately after the effective date of the merger than such accrued benefit was immediately before that date.

ARTICLE XIII – MISCELLANEOUS

Section 13.01 - Strikes

Absence during an authorized and lawful strike occurring after the effective date, which strike is not in violation of the Collective Bargaining Agreement then in effect, if any, between the Employer and the Union, shall not for the period of such strike result in loss of Credited Service, nor shall Hours of Work accrue during such a period except for purposes of determining whether a Break-in-Service has occurred. In the event there is a dispute as to whether a strike is authorized and lawful, the same shall be determined by the Board. In the event the Participant fails to return to employment with an Employer after the termination of the strike or if the Participant is lawfully and permanently replaced, then the provisions of the Plan shall fully apply.

Section 13.02 - Employees Employment Rights Not Affected

The establishment and maintenance of this Plan shall not be construed as conferring any legal rights upon any Employee to the continuation of employment by an Employer, nor will this Plan interfere in any way with the right of an Employer to assign, reassign or discharge any Employee.

Section 13.03 - Severability

If any provision of this Plan should be invalid by operation of law, or held invalid by order of any court of competent jurisdiction, or if compliance with or enforcement of any such provision should be restrained by such tribunal pending a final determination of its validity, the remainder of this Plan, or the application thereof to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE XIV – TOP HEAVY

This Article will apply for purposes of determining whether the Plan is a top-heavy plan under Section 416(g) of the Internal Revenue Code for Plan Years beginning after December 31, 2001, and whether the Plan satisfies the minimum benefits requirements of Section 416(c) for such years. If the Plan is top-heavy in a Plan Year, the provisions of this Article will supersede any conflicting provisions in the Plan.

Section 14.01 - Top-heavy definitions

(a) Key Employee: Key Employee means any Employee or former Employee (including any deceased Employee) who at any time during the Plan Year that includes the determination date is an officer of the Employer having an annual compensation greater than $130,000 (as adjusted under Code Section 416(i)(1) of the Code for Plan Years beginning after December 31, 2002), a five percent owner of the Employer, or a one percent owner of the Employer having an annual compensation of more than $150,000. For purposes of this paragraph (a), "annual compensation" means compensation within the meaning of Article I of the Plan.

(b) The determination of who is a Key Employee will be made in accordance with Section 416(i)(1) of the Internal Revenue Code and the regulations thereunder.

(c) Top-Heavy Plan: For any Plan Year beginning after December 31, 1983, this Plan is top-heavy if any of the following conditions exists:

(1) If the top-heavy ratio for this Plan exceeds 60% and this Plan is not part of any Required Aggregation Group or Permissive Aggregation Group of plans.

(2) If this Plan is a part of a Required Aggregation Group of plans but not part of a Permissive Aggregation Group and the top-heavy ratio for the group of plans exceeds percent 60%.

(3) If this Plan is a part of a Required Aggregation Group and part of a Permissive Aggregation Group of plans and the top-heavy ratio for the Permissive Aggregation Group exceeds percent 60%.

(d) Top-Heavy Ratio:

(1) If the Employer maintains one or more defined benefit plans and the Employer has not maintained any defined contribution plan (including any simplified employee pension, as defined in Section 408(k) of the Internal Revenue Code) which during the five year period ending on the determination date(s) has or has had account balances, the top-heavy ratio for this Plan alone or for the Required or Permissive Aggregation Group as appropriate is a fraction, the numerator of which is the sum of the Present Value of accrued benefits of all Key Employees as of the determination date(s) (including any part of any accrued benefit distributed in the one year period ending on the determination date(s)) (five year period ending on the determination date in the case of a distribution made for a reason other than severance from employment, death or disability), and the denominator of which is the sum of the Present Value of accrued benefits (including any part of any accrued benefits distributed in the one year period ending on the determination date(s)) (five year period ending on the determination date in the case of a distribution made for a reason other than severance from employment, death or disability), determined in accordance with Section 416 of the Internal Revenue Code and the regulations thereunder.

(2) If the Employer maintains one or more defined benefit plans and the Employer maintains or has maintained one or more defined contribution plans (including any simplified employee pension) which during the five year period ending on the determination date(s) has or has had any account balances, the top-heavy ratio for any Required or Permissive Aggregation Group as appropriate is a fraction, the numerator of which is the sum of the present value of accrued benefits under the aggregated defined benefit plan or plans for all Key Employees, determined in accordance with (a) above, and the sum of account balances under the aggregated defined contribution plan or plans for all Key Employee s as of the determination date(s), and the denominator of which is the sum of the present value of accrued benefits under the defined benefit plan or plans for all participants, determined in accordance with (a) above, and the account balances under the aggregated defined contribution plan or plans for all participants as of the determination date(s), all determined in accordance with Section 416 of the Internal Revenue Code and the regulations thereunder. The account balances under a defined contribution in both the numerator and denominator of the top-heavy ratio are increased for any distribution of an account balance made in the one year period ending on the determination date (five year period ending on the determination date in the case of a distribution made for a reason other than severance from employment, death or disability).

(3) For purposes of (a) and (b) above, the value of account balances and the present value of accrued benefits will be determined as of the most recent valuation date that falls within or ends with the 12 month period ending on the determination date, except as provided in Section 416 of the Internal Revenue Code and the regulations thereunder for the first and second plan years of a defined benefit plan, The account balances and accrued benefits of a participant (1) who is not a Key Employee but who was a Key Employee in a prior year, or (2) who has not been credited with at least one hour of service with any Employer maintaining the Plan at any time during the one year period ending on the determination date will be disregarded. The calculation of the top-heavy ratio, and the extent to which distributions, rollovers, and transfers are taken into account will be made in accordance with Section 416 of the Internal Revenue Code and the regulations thereunder. Deductible Employee contributions will not be taken into account for purposes of computing the top-heavy ratio. When aggregating plans the value of account balances and accrued benefits will be calculated with reference to the determination dates that fall within the same calendar year.

The accrued benefit of a participant other than a Key Employee shall be determined under (a) the method, if any, that uniformly applies for accrual purposes under all defined benefit plans maintained by the Employer, or (b) if there is no such method, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under the fractional rule of Section 411(b)(1)(C) of the Internal Revenue Code.

(e) Permissive Aggregation Group: The Required Aggregation Group of plans plus any other plan or plans of the Employer which, when considered as a group with the Required Aggregation Group, would continue to satisfy the requirements of Sections 401(a)(4) and 410 of the Internal Revenue Code.

(f) Required Aggregation Group: (I) Each qualified plan of the Employer in which at least one Key Employee participates or participated at any time during the Plan Year containing the determination date, or any of the four preceding Plan Years (regardless of whether the plan has terminated), and (2) any other qualified plan of the Employer which enables a plan described in (1) to meet the requirements of Sections 401(a)(4) or 410 of the Internal Revenue Code.

(g) Determination Date: For any Plan Year subsequent to the first Plan Year, the last day of the preceding Plan Year. For the first Plan Year of the Plan, the last day of that year.

(h) Valuation Date: The date accrued benefits are valued for purposes of calculating the top-heavy ratio.

(i) Present Value: Present Value shall be based only on the interest and mortality rates specified in the Plan.

Section 14.02 - Top-Heavy Minimum Accrued Benefit

The following rules apply in determining the Top-Heavy Minimum Accrued Benefit

(a) Notwithstanding any other provision in this Plan except (c), (d), and (e) below, for any Plan Year in which this Plan is top-heavy, each Participant who is not a Key Employee and has completed 1,000 hours of service will accrue a benefit (to be provided solely by Employer contributions and expressed as a life annuity commencing at normal retirement age) of not less than two percent of his or her highest average compensation for the five consecutive years for which the participant had the highest compensation. The aggregate compensation for the years during such five-year period in which the Participant was credited with a year of service will be divided by the number of such years in order to determine average annual compensation. The minimum accrual is determined without regard to any Social Security contribution. The minimum accrual applies even though under other Plan provisions the participant would not otherwise be entitled to receive an accrual, or would have received a lesser accrual for the year because (i) the non-Key Employee fails to make mandatory contributions to the Plan, (ii) the non-Key Employee's compensation is less than a stated amount, (iii) the non-Key Employee is not employed on the last day of the accrual computation period, or (iv) the Plan is integrated with Social Security.

(b) For purposes of computing the minimum accrued benefit, compensation shall mean Compensation as defined in Article I of the Plan, as limited by Section 401(a)(17) of the Code.

(c) No accrual shall be provided pursuant to (a) above for a year in which the Plan does not benefit any Key Employee or former Key Employee.

(d) No additional benefit accruals shall be provided pursuant to (1) above to the extent that the total accruals on behalf of the Participant attributable to Employer contributions will provide a benefit expressed as a life annuity commencing at normal retirement age that equals or exceeds 20% of the participant's highest average Compensation for the five consecutive years for which the Participant had the highest Compensation.

(e) All accruals of Employer-derived benefits, whether or not attributable to years for which the Plan is top-heavy, may be used in computing whether the minimum accrual requirements of paragraph (c) above are satisfied.

Section 14.03 - Adjustment For Benefit Form Other Than Life Annuity At Normal Retirement Age

If the form of benefit is other than a straight life annuity, the Employee must receive an amount that is the actuarial equivalent of the minimum straight life annuity benefit. If the benefit commences at a date other than at normal retirement age, the Employee must receive at least an

amount that is the actuarial equivalent of the minimum straight life annuity benefit commencing at normal retirement age.

Section 14.04 - Nonforfeitability of Minimum Accrued Benefit

The minimum accrued benefit required (to the extent required to be nonforfeitable under Section 416(b)) of the Internal Revenue Code may not be forfeited under Section 411(a)(3)(B) or 411(a)(3)(D) of the Internal Revenue Code.

Section 14.05 - Minimum Vesting Schedules

For any Plan Year in which this Plan is top-heavy, one of the minimum vesting schedules as elected by the Employer will automatically apply to the Plan. The minimum vesting schedule applies to all benefits within the meaning of Section 411(a)(7) of the Internal Revenue Code except those attributable to Employee contributions, including benefits accrued before the effective date of Section 416 and benefits accrued before the Plan became top-heavy. Further, no decrease in a participant's nonforfeitable percentage may occur in the event the Plan's status as top-heavy changes for any Plan Year. However, this section does not apply to the accrued benefit of any Employee who does not have an hour of service after the Plan has initially become top-heavy and such Employee's account balance attributable to Employer contributions and forfeitures will be determined without regard to this Section.

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SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been adopted October 11, 2022.

UNION TRUSTEES

EMPLOYER TRUSTEES

EXHIBIT "A"

Schedule of Applicable Pension Benefits Rates)

Year of Service	Benefit Rate		
Prior to 8/1/1983	$70		
8/1/1983-7/31/1998	$120		
8/1/1998-7/31/1999	$100		
8/1/1999-7/31/2001	$116		
8/1/2001-7/31/2018	$87 for Participants who work one hour after June 6, 2005	$80 for Participants who did not work one hour after June 6, 2005	$100 for all retirees and surviving spouses in pay status as of August 1, 2021. $100 for Participants who were Active Participants on both August 1, 2021, and August 1, 2022. $100 for Participants who were Active Participants as of August 1, 2021 and were unable to work 160 hours in the August 1, 2021 to July 31, 2022 Plan Year due to a Disability.
After 8/1/2018	$100		

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